



NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Matt Keating, Commissioner
John H. Lawson, Commissioner

Tuesday, February 6, 2018 5:30 p.m.
Natrona County Courthouse, 200 North Center, Casper, Wyoming
2nd Floor, District Courtroom #1

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. 2017 SERVICE AWARDS:

5 YEAR SERVICE

Gary Collums
Chelsie Troutman
Cynthia Rissler
Kristina Larramendy
Lori Hall
David Schroder
Shane Wirth
Amanda Parker
Ryan Sheets
Leslie Archer
Megan Davidson
Andrew Delgadillo
Lisette Parks
Jared Grill
Vicki Williams
Heather Gray
Conan Warren
Stephanie Stowers

10 YEAR SERVICE

Michelle Mochen

Karen Gardner
Peggy Johnson
Kenneth Jividen
Newly Lemons
Spencer Hard
Tyler Hoffman
Shawn Johnson
Jason Lutz
Douglas Schumacker
Steven Pilny
Rosalinda Jimenez
Licia Stewart

15 YEAR SERVICE

Twyla Gaylord
Trish Chavis
William Arnold
David Hulshizer
Joseph Wistisen
Candace Rademaker
Daniel Kittinger

20 YEAR SERVICE

Susan Stanton
Marcus Bila
Roger Means II
Robert Nelson
Michael Steinberg
Lisa Bush
Jennifer Hubenthal

25 YEAR SERVICE

Tracy Good
Doreen Ramirez
James Pattan

30 YEAR SERVICE

Greta Lehnerz
Dianne Reidt

40 YEAR SERVICE

Lida Volin
Dawn Sabec
David Kinghorn
Ernadene Nichols
Marlon Holmquist

V. APPROVAL OF CONSENT AGENDA

VI. PUBLIC HEARINGS

A. ZC17-4 a request to change the Zoning District classification of four parcels from Mountain Residential One (MR-1) & Urban Agriculture (UA) to Urban Agriculture. (*request by Ron McMurry/south of SE WY Blvd., Scenic Rte.*)

B. CUP17-7 a request to Amend Conditional Use Permit CU01—1- to increase tower height to 155' (per applicant request) (*request by SBA Communications Corporation/location 3000 S.E. WY Blvd.*)

VII. PUBLIC COMMENTS

VIII. COMMISSIONER COMMENTS

IX. ADJOURNMENT



**NATRONA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Paul Bertoglio, Commissioner
Forrest Chadwick, Commissioner
Rob Hendry, Commissioner
Matt Keating, Commissioner
John H. Lawson, Commissioner

CONSENT AGENDA

Tuesday, February 6, 2018 5:30 p.m.
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming
2nd Floor, District Courtroom #2

I. APPROVAL OF JANUARY 16, 2018 MEETING MINUTES

II. APPROVAL OF BILLS - \$3,243,837.04

III. CONTRACTS, AGREEMENTS, RESOLUTIONS

A. Resolution 01-18 Authorizing The Release Of Mortgage Deed: James B. Schrantz & Kimberly

I. Schrantz; Inst # 786186; (Release of Mortgage Deed)

B. Sub-recipient Awards for High Intensity Drug Trafficking Area (HIDTA) Funding; Sub-Recipient Agency: NC Sheriff's Office; Award Amount: \$81,761; Award Period: January 1, 2018 thru December 31, 2018; Award #: G18RM0012A; Sub-Award #: NCSO; CFDA No.: 95.001 High Intensity Drug Trafficking Area (HIDTA)

C. Professional Services Agreement with WLC for Preparation of Bid Documents for Chip Sealing and Crack Sealing of eight County Roads: CR 119/Six Mile, CR 303/Chamberlin, CR 304/Boles, CR 406/Lakeshore Drive, CR 408/Fremont Canyon, CR 409/Pathfinder, CR 505/Circle Drive, CR 512/Hogadon

D. Modification of the Reimbursable Agreement/Statement of Work and the Federal Lands Access Program Project Agreement with the Federal Highway Administration (FHA) for Fremont Canyon Road (DTFH68-14-E-00018/Modification #003)

E. Cooperative Agreement for Responsibilities between the Wyoming Department of Family Services (DFS) Child Support Enforcement (CSE) and NC Clerk of District Court (CDC)

IV. STATEMENT OF EARNINGS TOTALING \$32,771.99

Mtn/Parks	\$1,233.00
Lake	\$770.00
Planning	\$9,958.53
Clerk of Court	\$20,810.46

**V. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES
TOTALING \$139,057.82:**

FANTO, JOHN A	457.99	2017 FIRSTIER BANK	231.86
HOUSE OF SUSHI	153.00	2017 FIRSTIER BANK	236.60
2016 HOUSE OF SUSHI	134.55	2017 FIRSTIER BANK	244.33
2015 SALT CREEK PROPERTIES LLC	489.24	2017 FIRSTIER BANK	252.64
2016 SALT CREEK PROPERTIES LLC	489.24	2017 FIRSTIER BANK	251.03
SALT CREEK PROPERTIES LLC	489.24	2017 FIRSTIER BANK	250.52
HENLEY, JOHN I	151.17	2017 FIRSTIER BANK	250.89
MILLER, BRENDA L	434.36	2017 FIRSTIER BANK	251.18
2015 ANADARKO E & P ONSHORE LLC	4,196.20	2017 FIRSTIER BANK	250.67
2015 ANADARKO E & P ONSHORE LLC	(3,908.36)	2017 FIRSTIER BANK	252.56
2017 FIRSTIER BANK	231.86	2017 FIRSTIER BANK	269.62
2017 FIRSTIER BANK	228.00	2017 FIRSTIER BANK	286.60
2017 FIRSTIER BANK	234.27	2017 FIRSTIER BANK	276.18
2017 FIRSTIER BANK	230.48	2017 FIRSTIER BANK	256.86

2017 FIRSTIER BANK	251.91	2017 FIRSTIER BANK	232.45
2017 FIRSTIER BANK	261.16	2017 FIRSTIER BANK	232.59
2017 FIRSTIER BANK	253.22	2017 FIRSTIER BANK	235.65
2017 FIRSTIER BANK	240.39	2017 FIRSTIER BANK	236.46
2017 FIRSTIER BANK	235.73	2017 FIRSTIER BANK	233.83
2017 FIRSTIER BANK	238.79	2017 FIRSTIER BANK	231.72
2017 FIRSTIER BANK	268.45	2017 FIRSTIER BANK	232.59
2017 FIRSTIER BANK	228.51	2017 FIRSTIER BANK	230.48
2017 FIRSTIER BANK	234.41	2017 FIRSTIER BANK	231.06
2017 FIRSTIER BANK	235.51	2017 FIRSTIER BANK	231.21
2017 FIRSTIER BANK	231.43	2017 FIRSTIER BANK	7,872.27
2017 FIRSTIER BANK	232.45	2017 FIRSTIER BANK	7,867.16
2017 FIRSTIER BANK	236.46	2017 FIRSTIER BANK	7,906.45
2017 FIRSTIER BANK	230.92	2017 FIRSTIER BANK	7,747.18
2017 FIRSTIER BANK	230.92	2017 FIRSTIER BANK	5,077.22
2017 FIRSTIER BANK	228.80	2017 M T ADAMS HOLDINGS LLC	2,204.26
2017 RED BUTTE LLC	221.51	2017 RED BUTTE LLC	14,939.97
2017 CASTLE SPRINGS LAND CO LLC	236.53	2017 RED BUTTE LLC	7,910.31
2017 CRANE, ANITA TRSUTEE	225.87	2017 RED BUTTE LLC	48,878.65
2017 CRANE, ANITA TRSUTEE	228.44	2017 HEIN, RONALD W	620.80
2017 M T ADAMS HOLDINGS LLC	219.54	2017 HEIN, RONALD W	242.07
2017 EDMONDS, CHRISTOPHER S	220.05	2017 HEIN, RONALD W	671.90
2017 FIRSTIER BANK	254.60	2017 SUCCESS PROPERTIES LLC	220.57
2017 FIRSTIER BANK	250.67	2017 RANDALL, JULIANNE	225.08
2017 FIRSTIER BANK	250.89	2017 WHISPERING SPRINGS INC	230.41
2017 FIRSTIER BANK	250.17	2017 WILLOUGHBY, PHILLIP T	139.07
2017 FIRSTIER BANK	286.17	2017 WILLOUGHBY, PHILLIP T	137.83
2017 FIRSTIER BANK	224.87	2017 BARTO, ERLE D	46.71
2017 FIRSTIER BANK	276.98	2017 EDWARD/BARBARA REISH	
2017 FIRSTIER BANK	273.12	LIVING TRUST	694.45
2017 FIRSTIER BANK	297.54	2017 EDWARD/BARBARA REISH	
2017 FIRSTIER BANK	286.17	LIVING TRUST	248.14
2017 FIRSTIER BANK	240.90	2017 BENTON, ROBERT L	184.34
2017 FIRSTIER BANK	240.90	2017 GRITTER, WILLIAM KEITH	829.75
2017 FIRSTIER BANK	227.56	2017 SCOTT, ELIZABETH G	4,329.62
2017 FIRSTIER BANK	231.28	2017 TRUJILLO, JONATHAN	606.43
2017 FIRSTIER BANK	235.73	2017 PROUD, SHARON S	307.81

**BOARD OF COUNTY COMMISSIONERS
MINUTES OF PROCEEDINGS
January 16, 2018**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman John Lawson. Those in attendance were Commissioner Rob Hendry, Commissioner Matt Keating, Commissioner Forrest Chadwick, Commissioner Paul Bertoglio, County Attorney Eric Nelson, and County Clerk Renea Vitto.

Consent Agenda:

Commissioner Bertoglio moved for approval of the Consent Agenda. Commissioner Hendry seconded the motion. Motion carried.

Public Comments:

Chairman Lawson opened the floor to Public Comments.

Chris Limmer (Powder River), John Moses (Powder River), Joshua Boutte (Casper), Dan Luers (Powder River), Terry Frymoyer (Arminto)

Hearing no further comments the floor was closed.

Commissioner Comments:

Chairman Lawson opened the floor to Commissioner Comments.

Hearing no further comments the floor was closed.

Adjournment:

There being no further business to come before the Board of Commissioners, Chairman Lawson adjourned the meeting at 5:52p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

John H. Lawson, Chairman

ATTEST:

NATRONA COUNTY CLERK

Renea Vitto

12-24 CLUB	2,815.33	COCA-COLA BOTTLING	136.25
71 CONSTRUCTION	166.60	COCA-COLA BOTTLING	102.90
A&I / ST OF WY ENT TECH	39.84	COLONIAL LIFE INS & ACCIDENT	175.02
AFLAC PREMIUM HOLDINGS	6,473.80	COMM/ADMIN	12,991.63
AG DEPT	9,135.61	COMM/COUNTY ATTORNEY	24,880.07
AIRGAS USA	1,448.38	COMM/COUNTY DEVELOPMENT	31,994.49
ALCOHOL & DRUG TESTING,	1,460.00	COMM/MAINT.SALARIES	22,608.76
ALL OUT FIRE	20.00	COMMUNICATION TECHNOLOGIES	108.95
ALLIANT INSURANCE SERVICES	15,250.00	CORONER	16,662.75
ALSCO	183.40	COTTON, TIMOTHY C PC	6,910.14
AMBI MAIL & MARKETING	2,255.77	COWBOY CHEMICAL	2,310.05
AMERIGAS - 5221	5,221.15	CROSS COUNTRY SKIER	12.99
AMERI-TECH EQUIPMENT	149.66	DAYTON TRANSMISSION	40.00
ASSESSOR	47,678.00	DECKER AUTO GLASS	662.87
ATLAS OFFICE PRODUCTS	259.14	DEWITT WATER SYSTEMS & SERVICE	61.50
AUDIES SMALL ENGINE	89.90	DIAMOND VOGEL PAINT CENTER-CASPER	93.78
AV-TECH ELECTRONICS	100.00	DOOLEY OIL/CASPER	32,950.87
AXIS FORENSIC TOXICOLOGY	485.00	DRELL, DAVID A. P.C.	225.00
BARGREEN ELLINGSON DBA KNAPP SUPPLY & EQUIP	31.40	DRUG COURT	20,583.07
BENNETT, THOMAS L MD	5,511.48	DRUG TESTING SVCS NC	110.00
BIG D OIL	525.53	EAGLE UNIFORM & SUPPLY	266.88
BLACK HILLS ENERGY	7,381.73	EATON SALES & SERVICE	6,503.00
BLAKEMAN PROPANE	563.48	EMERGENCY MEDICAL PHYSICIANS	2,859.00
BOB BARKER COMPANY INC	1,549.91	EXPRESS PRINTING	378.00
BON AGENCY	10,109.00	EXTENDATA	491.99
BROWN, JACQUELINE K	5,420.20	FASTENAL	18.92
CALIFORNIA STATE DISBURSEMENT	378.00	FEDERAL EXPRESS CORP/PALATINE	30.99
CALL2TEST	108.36	FERGUSON ENT INC #109	458.14
CAPITAL BUSINESS SYSTEMS	3,551.71	FERGUSON WATERWORKS #1116	1,695.31
CARROT-TOP INDUSTRIES	535.38	FIRST CALL COMMUNICATIONS	118.50
CASE, KARLA	79.97	FIRST INTERSTATE BANK	1,104.12
CASPER- NATRONA CNTY HEALTH	1,745.00	FLEETPRIDE	124.36
CASPER STAR TRIBUNE/CASPER	106.52	FOOD SERVICES OF AMERICA	3,350.55
CASPER TIRE	3,305.50	FORCE AMERICA DISTRIBUTING	231.16
CASTEEL II, ROBERT S	5,300.00	GARLICK LAW OFFICE, PC	7,592.50
CENTURY LINK-MONROE	3,891.59	GENEVA WOODS LTC & MEDSET	16,960.23
CENTURYLINK BUSINESS SERVICES	1,187.07	GHOST TOWN CANVAS	500.00
CENTURYLINK/SEATTLE	3,111.96	GRAINGER	596.81
CHAD HARDEN	5,300.00	GREENUP, JENNIFER LYNN	5,000.00
CHARTER COMMUNICATIONS	499.26	GROCE, NOHORA	40.00
CHILD SUPPORT ENFORC	51,451.07	GW MECHANICAL	53.99
CIRCUIT COURT OF THE SEVENTH	285.43	HEALTHSMART BENEFIT SOLUTIONS	784.00
CITY OF CASPER	4,828.01	HENSLEY BATTERY	604.03
CIVIL ENGINEERING PROFESSIONALS	1,792.50	HIGH PLAINS POWER	747.45
CLERK OF COURT/ADMIN	42,325.74	HOMAX OIL SALES	2,243.58
CLERK OF DISTRICT COURT	7,819.51	HOOD'S EQUIPMENT	1,313.43
CLERK/ADMIN	61,724.69	HP	791.12
		ICMA RETIREMENT TRUST-457	1,230.00

INFOGROUP	363.00	SHERIFF/EMERG MANAG	10,568.01
INFOR TECH	37,872.45	SHERIFF/NEW JAIL	391,617.79
INSIGHT PUBLIC SECTOR INC	144.72	SHERWIN WILLIAMS	839.28
ISC INC, DBA VENTURE TECHNOLOGIES	13,862.00	SIRCHIE FINGER PRINT LABORATORIES	165.68
JACK'S TRUCK & EQUIP	29.61	SIX ROBBLEES'	156.55
JOHNSON CONTROLS, INC/DALLAS.	30,879.56	SOURCE OFFICE & TECHNOLOGY	301.60
KIMBALL MIDWEST	266.84	SOUTHLAND MEDICAL	156.63
KISTLER TENT & AWNING	90.00	STEWART & STEVENSON/DALLAS	1,851.12
K-MART STORE #4736	15.75	SUMMIT ELECTRIC	3,492.11
KONE	752.00	SUTHERLANDS	204.41
LIFETIME HEALTH & FITNESS	1,196.30	THOMSON REUTERS - WEST	981.91
MCMURRY READY MIX	30,556.41	TITAN MACHINERY	202.13
MERCER FAMILY RESOURCE CENTER	4,571.70	TLC CLEANING	22,700.00
MIDWEST HOSE & SPECIALTY	29.45	TREASURER	45,731.00
MIDWEST MEDICAL SUPPLY	367.59	TRUE NORTH STEEL	1,405.05
MILLS, TOWN OF	1,001.33	UNITEDWAY OF NC	147.02
MOBILE CONCRETE	539.75	VALIC	75.00
MOUNTAIN STATES LITHOGRAPHING	246.39	VERIZON WIRELESS/DALLAS	2,392.75
MULLEN, ROBERT L	1,530.00	W.A.R.M. PROPERTY INSURANCE POOL	5,682.48
NAPA AUTO PARTS	2,217.35	WAGNER'S OUTDOOR OUTFITTERS	76.58
NC EMPLOYEE	299,772.54	WATCH GUARD DIGITAL IN-CAR VIDEO	5,125.00
NC TREASURER	338,643.15	WEAR PARTS	172.96
NC CONSERVATION DISTRICT	66,678.00	WHITE'S MOUNTAIN MOTORS	3,262.48
NC PUBLIC LIBRARY	603,680.25	WILLOUGHBY, PHILLIP T.	7,500.00
NMS LABS/NATIONAL MEDICAL SERVICES	200.00	WIMACTEL	140.00
NORCO	769.44	WIND RIVER INVESTIGATIONS INC	200.00
ORCHARD TRUST	8,636.47	WLC ENGINEERING	302.50
OUTPATIENT RADIOLOGY	3,061.00	WOOD, CINDY ATTN AT LAW	5,450.78
PACIFIC STEEL & RECYCLING	426.61	WORTHINGTON, LENHART & CARPENTER,	93.25
PARK STREET LAW OFFICE	1,944.00	WSFP WESTERN STATES FIRE PROTECTION	282.00
PLANSOURCE NGE	1,628.50	WY ORAL &	3,275.00
POSTMASTER/MILLS	628.00	WY STEEL RECYCLING IRON &	269.92
POWDER RIVER SHREDDERS	248.50	WYDOT-FINANCIAL SVCS	1,080.79
PROFORCE LAW ENFORCEMENT	5,949.95	WYO DEPT OF WORKFORCE SERVICES	35,792.44
PUBLIC AGENCY TRAINING COUNCIL	375.00	WY CHILD SUPPORT STATE DISBURSEMENT UNIT	1,010.00
R&B/ADMIN	66,297.94	WY DEPT OF TRANSPORTATION	6,972.00
R&B/LAKE	5,224.08	WY NEUROLOGIC	1,292.50
R&B/PARKS DEPT	14,850.43	WY RENTS	510.00
R&B/VEHICLE SERVICE	14,706.83	WY RETIREMENT SYSTEM	209,958.02
ROCHELLE LAW OFFICES PC	160.00	WY SURGICAL ASSOC PC	141.00
ROCKY MOUNTAIN POWER	6,701.34	WYOPASS	110.00
RUSSELL INDUSTRIES	3,893.45	YELLOWSTONE UPHOLSTERY	1,120.34
SHAMROCK FOODS	5,358.01		
SHAMROCK FOODS	11,798.99		
SHERIFF/ADMIN	274,724.05		3,243,837.04
SHERIFF/COURTHOUSE SECURITY	54,779.50		

RESOLUTION NO. 01-18

A RESOLUTION AUTHORIZING THE RELEASE OF MORTGAGE DEED

WHEREAS, in Consideration of Natrona County providing rehabilitation loans to income qualifying homeowners under the County's Housing Rehabilitation Program, the following instrument was recorded in the office of the County Clerk, Natrona County; and,

WHEREAS, the terms of the mortgage deed have been met by the title owner.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Natrona County, Wyoming: That the following "Mortgage Deed" as recorded in the office of the County Clerk, Natrona County, Wyoming is hereby released, and the Chairman of the Natrona County Commissioner is hereby authorized to execute the release therefor, and the County Clerk to attest thereto.

<u>APPLICANT NO</u>	<u>INSTRUMENT NO</u>	<u>AMOUNT</u>
James B. Schrantz	786186	\$7,151.00
Kimberly I. Schrantz		

Lot 1, Block 5, Buena Vista No. 4, a Subdivision in the Town of Evansville, Natrona County Wyoming, as per Plat Recorded June 22, 1972, in Book 241 of Deeds, Page 424.

PASSED, APPROVED, AND DATED this 6th day of February, 2018.

THE BOARD OF COUNTY COMMISSIONERS
NATRONA COUNTY, WYOMING

ATTEST:

John H. Lawson, Chairman

Renea Vitto, County Clerk

Release of Real Estate Mortgage

KNOW ALL MEN BY THESE PRESENTS, that the Natrona County Commissioners, of the County of Natrona, and State of Wyoming, does hereby certify that a certain mortgage bearing the date of the 13th day of February 2006, made the executed by James B. Schrantz and Kimberly I. Schrantz as mortgagor, to Natrona County, Wyoming as mortgagee, conveying certain real estate therein mentioned as security for the payment of \$7,151.00 as therein stated, which mortgage was recorded in the office of the County Clerk and ex-Officio Register of Deeds of Natrona County, State of Wyoming, on the 28th day of February 2006, as Instrument No. 786186, and mortgaging the following described real estate in said County, to wit:

Lot 1, Block 5, Buena Vista No. 4, a Subdivision in the Town of Evansville, Natrona County Wyoming, as per Plat Recorded June 22, 1972, in Book 241 of Deeds , Page 424.

is, with a note secured thereby, and the aforementioned debt, fully paid, satisfied, released and discharged.

Dated this 6th day of February, 2018

Renea Vitto
County Clerk

John H. Lawson
Chairman

STATE OF WYOMING)
)
COUNTY OF NATRONA)

The following instrument was acknowledged before me on the 6th day of February, 2018, by John H Lawson as the Chairman of the Natrona County Commissioners.

Notary Public

My Commissioner Expires:

January 11, 2018

MEMO TO: Natrona County Commissioners

FROM: Liz Becher, Community Development Director *LB*
Joy Clark, CDBG Program Coordinator *JC*

SUBJECT: Release of Mortgage Deed, James B. and Kimberly I. Schrantz

Recommendation:

That the Natrona County Commissioners, by resolution, authorize the release of the following mortgage deed:

Lot 1, Block 5, Buena Vista No. 4, a Subdivision in the Town of Evansville, Natrona County, Wyoming. Physical address: 1119 Cielo Vista, Evansville.

Summary:

The above homeowner received a home rehabilitation loan through the City's Housing and Community Development Block Grant Housing Rehabilitation Program. The rehabilitation loan was secured by a mortgage deed in favor of Natrona County and recorded in the Office of the County Clerk, Natrona County, Wyoming on February 28, 2006, Number 786186. The mortgagees have fully satisfied the terms and conditions of the Promissory Note and the mortgage deed needs to be released.

To remove the mortgage against the property title, it is necessary that the County officially release the mortgage deed in the amount of \$7,151.00.

*Michelle -
After completed, may I
please get copies of:
Resolution
Release of Real Estate Mortgage
Property Summary.
I've included payoff statement,
Mortgage Deed & Promissory Note
Copies for you. Thx - Joy Clark
Room 203 - City Hall
235-8219*

June 14, 2017

Housing & Community Development
Attn: Joy Clark and Cheryl Boyle
200 N David RM #203
Casper, WY 82602

Re: Loan Payoff

Correspondent: HOUSING & COMMUNITY DEVELOPMENT

Name of Borrower: JAMES B SCHRANTZ; KIMBERLY I SCHRANTZ

Correspondent Loan Number: 278113

First Interstate Loan Number: 278113

<u>Due Date</u>	<u>Payoff Date</u>	<u>Total Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Service Fee</u>	<u>Net Remit</u>
6/1/2017	6/13/2017	\$199.04	\$198.49	\$.55	\$0.00	\$199.04

Sincerely,

Renee LeFebre
First Interstate Bank
Mortgage Servicing – Payoff Processor
104 South Wolcott St.
PO Box 40
Casper, WY 82602



786186

**MORTGAGE DEED WITH RELEASE OF HOMESTEAD
INSTALLMENT**

KNOW ALL MEN BY THESE PRESENTS, that James B. Schrantz and Kimberly I. Schrantz hereinafter referred to as "Mortgagor(s)" of Natrona County, State of Wyoming, to secure the payment of the principal sum of Seven Thousand One Hundred Fifty One and No/100 Dollars (\$ 7,151.00) with interest from February 13, 2006 at the rate of three per centum (3 %) per annum payable monthly, evidenced by one promissory note of even date herewith, payable to the order of Natrona County, State of Wyoming, or its order, hereinafter referred to as "Mortgagee" do hereby mortgage to the Mortgagee the following described real estate situate in the County of Natrona, State of Wyoming, to wit:

Lot 1, Block 5, Buena Vista No. 4, a Subdivision in the Town of Evansville, Natrona County Wyoming, As per Plat Recorded June 22, 1972, in Book 241 of Deeds, Page 424.

including all buildings and improvements thereon or that may hereafter be erected thereon.

Mortgagor hereby relinquishes and waives all rights under and by virtue of the homestead laws of the State of Wyoming and covenants that he is lawfully seized of the premises, that they are free from all encumbrances with the exception of a first mortgage to Bank of America and second mortgage to Natrona County, and hereby covenants to warrant and defend the title of the premises against the lawful claims of all persons whomsoever.

The Mortgagors covenant and agree with the Mortgagee as follows:

1. To pay the indebtedness hereby secured in accordance with the Promissory Note executed of even date herewith.
2. Mortgagor will pay the indebtedness as hereon provided. Mortgagor reserves the right to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal prior to maturity, this shall not relieve payor from the obligation to make the next successive payments.
3. In the event the above-described real property is transferred in any manner or sold by the Mortgagors, either by deed or contract for deed, then Mortgagee may, at its option, declare the indebtedness for which this mortgage stands security, plus accrued interest, immediately due and payable.
4. Mortgagor shall keep the premises and the buildings thereon situate in good and sightly order, repair and condition by the Mortgagor at his expense during the term of this Mortgage.
5. Mortgagor shall keep the premises insured against loss by fire and other hazards and casualties in a sum not less than Forty Nine Thousand Three Hundred Eighty Seven and No/100 Dollars (\$ 49,387.00) in favor of the parties as their interests may appear. Mortgagors shall pay promptly, when due, all premiums on such insurance and any renewals thereof. All insurance shall be carried in companies approved by Mortgagee, and a copy of the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. In the event of loss, Mortgagors shall give Mortgagee immediate notice by mail and Mortgagee may make proof of loss if not promptly made by Mortgagors and each insurance company is hereby authorized and directed to make payment for such loss directly to the Mortgagee. Mortgagee may, at its option, apply such insurance proceeds to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.
6. Mortgagor will pay all ground rents, taxes, assessments, water rights, and other governmental or municipal charges or other lawful charges. In case Mortgagor defaults in the payment of ground rents, if any, taxes, assessments, water, or other governmental or municipal charges, or other lawful charges as herein provided, and Mortgagee pays the same, Mortgagor shall repay such sums so paid and all expenses so incurred by Mortgagee, with interest thereon from the date of payment, at three percent (3 %) per annum, and the same shall be a lien of the premises and be secured by the note and by these presents; in default in making such repayments the whole amount hereby secured if not then due shall, if Mortgagee so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding.
7. In case Mortgagor defaults in the payment when due of the indebtedness hereby secured or any installment thereof or any part thereof, or in case of breach of any covenant or agreement therein contained, the whole of the then indebtedness secured, inclusive of principal, interest, arrearages, ground rents, if any, taxes, assessments, water charges, expenditures for repairs or maintenance, together with all other sums payable pursuant to the provisions hereof, shall become immediately due and payable, at the option of Mortgagee, although the period above limited for the payment thereof may not have expired, anything herein before or in the note contained to the contrary notwithstanding; any failure to exercise such option shall not constitute a waiver of the right to exercise the same at any other time; and it shall be lawful for Mortgagee to proceed to enforce the provisions of this Mortgage either by suit at law or in equity, as it may elect, or to foreclose this mortgage by advertisement and sale of the premises, at public auction for

cash, according to Wyoming statutes governing mortgage foreclosures, and cause to be executed and delivered to the purchaser or purchasers at any such sale a good and sufficient deed or deeds of conveyance of the property so sold, and to apply the net proceeds arising from such sale first to the payment of the costs and expenses of such foreclosure and sale and in payment of all moneys expended or advanced by Mortgagee pursuant to the provisions in Paragraph 6 hereof, and then to the payment of the balance due on account of the principal indebtedness secured hereby, together with interest thereon and the surplus if any, shall be paid by Mortgagee on demand to Mortgagor. There shall be included in any or all such proceedings a reasonable attorney's fee. In case Mortgagee fails promptly to foreclose on the happening of any default, it shall not thereby be prejudiced in its right to foreclosure at any time thereafter during which such default continues, and shall not be prejudiced in its foreclosure rights in case of further default.

8. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

9. In case of any default whereby the right of foreclosure occurs hereunder, Mortgagee shall at once become entitled to exclusive possession, use, and enjoyment of all property, and to all rents, issues, and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and the period of redemption, if there is any; and such possession, rents, issues, and profits shall at once be delivered to Mortgagee on request, and on refusal, the delivery of such possession, rents, issues, and profits may be enforced by Mortgagee by any appropriate civil suit or proceeding, including action or actions in ejectment, or forceable entry, or unlawful detainer; and Mortgagee shall be entitled to a receiver for the property and all rents, issues, and profits thereof, after any such default, including the time covered by foreclosure proceedings and the period of redemption, if there is any, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Mortgagor or the then owner of the property, and without regard to the value of the property or the sufficiency thereof to discharge the mortgage debt and foreclosure costs, fees and expenses; and such receiver may be appointed by any court of competent jurisdiction on ex parte application and with notice (notice being hereby expressly waived, and the appointment of any such receiver on any such application without notice being hereby consented to by Mortgagor on Mortgagor's own behalf), and all rents, issues, profits, income, and revenue of the property shall be applied by such receiver, according to law and the orders and directions of the court.

10. And Kimberly I. Schrantz, wife of Mortgagor, on the above consideration, hereby releases and forever quitclaims to Mortgagee all her rights of homestead in and to the above-granted premises.

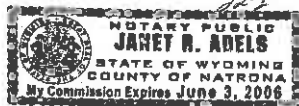
IN WITNESS WHEREOF, Mortgagor(s) has have hereunto set his their hand this 13th of February, 2006.

James B. Schrantz
James B. Schrantz

Kimberly I. Schrantz
Kimberly I. Schrantz

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me by James B. Schrantz and Kimberly I. Schrantz this 13th day of February 2006.



Janet R. Adels
Notary Public

My Commission Expires: June 3, 2006

PROMISSORY NOTE
INSTALLMENT

The undersigned, by its signature hereon promises to pay to the order of Natrona County, State of Wyoming, the sum of Seven Thousand One Hundred Fifty One and No/100 Dollars (\$ 7,151.00).

This Note is secured by a Mortgage Deed, dated the 13th day of February, 2006, to Natrona County as Mortgagee, executed by James B. Schrantz and Kimberly I. Schrantz (Maker), in favor of the herein named Payee, and is given as part of a Note for the improvement of the real property described in such Mortgage.

This Note is due and payable in monthly installments of Fifty Nine Dollars and 20/100 Dollars (\$ 59.20) commencing on the 10th day of April, 2006, with interest at the rate of three percent (3 %) per annum, and continuing in a like manner with one payment of \$ 59.20 being due and payable on the 10th day of each month thereafter until paid in full, except, that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 10th day of March, 2018. Prepayment may be made at anytime without penalty, however, this shall not relieve payors from the obligation to make the next successive payments.

The unpaid balance of the principal sum of the debt evidenced by this Note and interest thereon shall immediately become due and payable and the Mortgage securing such debt shall be subject to foreclosure proceedings at the election of the holder in the event of any of the following:

- a) Thirty (30) days default in any payment due hereunder;
- b) Any default under the provisions of the Mortgage securing this Note;
- c) Any change in the ownership of the property described in the Mortgage securing such debt;
- d) The appointment of a receiver of such property or any part thereof, of (Maker) or the owner of such property;
- e) The filing of a petition against the Maker hereof, or the owner of such property for relief under any bankruptcy or insolvency law;
- f) An assignment by the Maker or the owner of such assets for the benefit of creditors.

Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions.

In the event of any default and if any collection procedure is initiated by the promises, the undersigned agrees to pay a reasonable attorney's fee in relation to the cost of collection together with all costs of collection, whether suit is brought or not, and further the undersigned hereby relinquishes and waives all benefits under the exemption laws of the State of Wyoming. Presentment for payment, notice of non-payment, protest and notice of protest and any defenses based upon any extension or extensions of time for payment, are hereby waived by the undersigned.

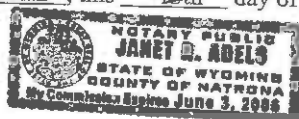
DATED this 22nd day of February, 2006

James B. Schrantz
James B. Schrantz

Kimberly I. Schrantz
Kimberly I. Schrantz

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

Subscribed, acknowledged and sworn to before me by James B. Schrantz and Kimberly I. Schrantz, this 22nd day of February, 2006.



Janet R. Adels
Notary Public

My Commission Expires: June 3, 2006

Sub-recipient Award for High Intensity Drug Trafficking Area (HIDTA) Funding

Sub-Recipient Agency: Natrona County Sheriff's Office

Award Amount: \$81,761

Award Period: January 1, 2018 thru December 31, 2018

Award #: G18RM0012A

Sub-Award #: NCSO

CFDA No.: 95.001 High Intensity Drug Trafficking Area (HIDTA)

- A. The term of this Sub-recipient Award between the Wyoming Division of Criminal Investigation (DCI) and Natrona County Sheriff's Office (Sub-Recipient Agency) shall be from January 1, 2018 thru December 31, 2018 unless extended by modification to this Agreement.
- B. The parties agree that because DCI has been designated as the fiscal agent for the State of Wyoming Rocky Mountain HIDTA program all requests for payments and budget reprogramming shall pass through DCI.
- C. The parties agree that Sub-Recipient Agency is a sub-recipient under the State of Wyoming Rocky Mountain HIDTA program and is incurring reimbursable expenses under the program.
- D. The parties hereby agree to the disbursement of HIDTA funds in the amount of Eighty-One Thousand, Seven Hundred Sixty-one Dollars (\$81,761) to Sub-Recipient Agency under the following terms and conditions.
 - 1. Sub-Recipient Agency shall follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Uniform Guidance on Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (OMB Circular 2 CFR Part 200), Fair Labor Standards Act (FLSA), as well as HIDTA and Rocky Mountain HIDTA policies and procedures.
 - 2. Sub-recipient Agency agrees to abide by and be bound by the Sub-recipient approved budget for purchases including future reprogramming requests as approved by DCI and HIDTA. All reprogramming requests shall be submitted in writing to DCI by October 13, 2018, who shall forward them to HIDTA.

3. Requests for payment shall be submitted to DCI at the following address by the 10th of the month following the end of the claim period:

State of Wyoming
Division of Criminal Investigation
Attn: Division Fiscal Office
208 South College Drive
Cheyenne, WY 82002

4. Sub-recipient Agency agrees to reimburse DCI for any amount paid by DCI to Sub-Recipient Agency that is later disallowed after audit or financial review.

5. All timesheets and supporting payroll and invoice documentation must be provided to DCI on a monthly basis to support current billing reimbursement requests, to include detailed billing summary spreadsheet.

6. Sub-recipient Agency agrees that Sixty Thousand, Five Hundred Sixty-Four Dollars (\$60,564) of this award is budgeted for Salary and Twenty-One Thousand, One Hundred ninety-seven Dollars (\$21,197) is budgeted for Fringe, for a total award of Eighty-One Thousand, Seven Hundred Sixty-one Dollars (\$81,761). If the award is not funded in full this amount will change and a new sub-recipient agreement will be sent.

7. The County does not waive and specifically retains all immunity provided by the Wyoming Governmental Claims Act, Wyo. Stat. §§ 1-39-101, et. seq., and all other immunities provided by law.

THIS SPACE LEFT INTENTIONALLY BLANK

IN WITNESS THEREOF, the parties to this Subrecipient Award consisting of three pages (3), either personally or through their duly authorized representatives, have executed this Subrecipient Award on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Subrecipient Award.

Steven R. Woodson, Director
Wyoming Division of Criminal Investigation

Date

Sub-Recipient Agency Head
Gus O. Holbrook, Sheriff
Natrona County Sheriff's Office

Date

John H. Lawson, Chairman
Board of Natrona County Commissioners

Date


Renea Vitto, County Clerk

Date

REQUEST FOR CONTRACT REVIEW OR DRAFTING

Please note that except for grants and contracts with the State or Federal Government, it is generally ***much quicker*** if the Natrona County Legal Department initially drafts contracts using Natrona County standard forms.

COUNTY OFFICE: NATRONA COUNTY SHERIFF'S OFFICE		YOUR SUPERVISOR: GUS O. HOLBROOK, SHERIFF
YOUR NAME: MELISSA PATTERSON		YOUR SUPERVISOR'S PHONE #: 307-235-9287
YOUR PHONE #: 307-235-9273	YOUR EMAIL ADDRESS: reedm@natronacounty-wy.gov	



Either complete the following or attach a responsive document(s).

GENERALLY DESCRIBE THE PURPOSE OF THE CONTRACT:
THIS IS OUR ANNUAL CONTRACT FOR HIDTA GRANT FUNDING. THIS FUNDS ONE DEPUTY POSITION WITH THE DCI DRUG TASK FORCE. THIS IS A REIMBURSEMENT GRANT.

1. The full name of the other party:

WYOMING DIVISION OF CRIMINAL INVESTIGATION

2. The scope of services and/or products to be acquired, technical details, and any other specifics that the other party is obligated to perform (if applicable, you can attach the other party's proposal):

THIS IS A FEDERAL GRANT PASSED THROUGH THE STATE OF WYOMING THAT REIMBURSES THE SALARY AND BURDEN FOR ONE DEPUTY.

3. Your County Office/department and Natrona County's obligations:

WE ARE OBLIGATED TO PROVIDE ONE DEPUTY FOR THE DCI DRUG TASK FORCE.

4. The timeline and delivery requirements under which each party is required to perform:

THIS AGREEMENT BEGINS JANUARY 1, 2018 AND ENDS DECEMBER 31, 2017.

5. The total cost, itemized cost, in-kind services, and/or compensation that the parties will exchange:

WE HAVE BEEN AWARDED 81,761.00 FOR THE PURPOSE OF REIMBURSING SALARY AND BURDEN FOR ONE DEPUTY.

6. The warranty period, service costs, and/or payment terms: **N/A**

7. The cost of the goods and/or services:

<div style="border: 1px solid black; border-radius: 50%; width: 60px; height: 60px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">N/A (e.g. grant, MOU)</div>	Less than \$10,000	\$10,000 - \$49,999 ATTACH THE COMPLETED INFORMAL BID REQUEST FORM	\$50,000 or more ATTACH THE BID SCHEDULE
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------	-----------------------------------------------------------------------------------------------	---------------------------------------------------------------------

I CERTIFY that: (1) my County Office/department has the total amount required of it for the requested contract in its budget appropriated for the purposed of the contract and (2) my County Office/department followed the Natrona County *Purchasing Goods and Services Policy* including the requirements for requesting informal or formal bids.


Your signature

01/12/18
Date

Melissa Patterson

From: Erica Fairbourn [erica.fairbourn@wyo.gov]
Sent: Friday, January 12, 2018 10:47 AM
To: Gus Holbrook; Melissa Patterson
Subject: 18 Subrecipient Agreement
Attachments: 2018 Natrona COSO HIDTA SRA.docx

Enclosed is a 2018 HIDTA Sub-recipient Award Contract between DCI and Natrona County Sheriff's Office, regarding the terms and conditions of the award. Before DCI can move forward with processing 2018 reimbursements and future payments, the enclosed Contract/Subrecipient Award must be signed, dated, and returned to DCI via email *and* U.S. mail. Please have Sheriff Holbrook sign and date (in blue ink) this original Subrecipient Award Contract. Before mailing this document, email a scanned copy of the signed contract to Erica Fairbourn at dcgrantscontracts@wyo.gov. After scanning and emailing this document, please mail this Original Subrecipient Award Contract to the address listed above.

Once this original Subrecipient Award Contract is returned to DCI, the contract will be signed by Director Woodson. Once it is fully executed, a copy of this original Subrecipient Award Contract will be emailed to you for your records. Please return these documents as soon as possible. Thank you in advance for your time and understanding.

--
*Erica Fairbourn
Business Office Coordinator
Wyoming State Attorney Generals Office
Division of Criminal Investigation
208 S. College Drive
Cheyenne, WY 82002
307 777 5783 - Desk
307-777-7252 - Fax*

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.



Natrona County Road & Bridge
Department
538 SW Wyo Blvd
PO Drawer 848
Mills, WY 82644
(307) 235-9311; 265-2743 (fax)

January 24, 2018

Memo To: John Lawson, Chairman of Board of County Commissioners,
Commissioners and Eric Nelson, County Attorney

From: Mike Haigler, Road & Bridge Superintendent *MH*

Subject: Professional Services Agreement for Preparation of Bid Documents for
Chip Sealing and Crack Sealing of eight County roads.

Natrona County will be contracting for chip sealing and crack sealing of eight roads as follows:

CR 119, Six Mile, CR 303 Chamberlin, CR 304 Boles, CR 406 Lakeshore Drive, CR 408 Fremont Canyon, CR 409 Pathfinder, CR 505 Circle Drive, CR 512 Hogadon.

WLC Engineering will be provide project documents, bidding documents and a sieve analysis of up to four aggregate samples provided by the successful bidder on the project. All contract administration will be provided by the County.

The scope of work is based upon the need for design, mapping, construction details, project manual, contract, bidding documents and technical specifications. They will also prepare Advertisement for Bid, host a pre-Bid Meeting, prepare bid tabulations, review and evaluate bids, make recommendation to Natrona County for review, attend a preconstruction meeting and provide one startup site visit by the Project Engineer.

WLC's Professional Services Fee of \$9,700.00 is presented as a time and materials fee, based upon the scope of work. If the scope of work or schedule is modified from what has been presented, WLC will request an amendment to the agreement.

Staff recommends approval of the agreement. Please sign the document and return it to the Road and Bridge Department and I will return a copy to WLC.

A G R E E M E N T

For Professional Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into effective this 6th day of February, 2018, by and between the Board of County Commissioners of Natrona County, Wyoming, whose address is 200 N. Center St., Suite 115 Casper, WY 82601 (the "County"), and WLC Engineering, 200 Pronghorn, Casper, WY 82601 ("Consultant").

WHEREAS, the County desires to retain the services of Consultant to provide engineering services; and

WHEREAS, Consultant desires to provide services to the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services:** The County agrees to retain Consultant to provide the services set forth and described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Services"), and Consultant agrees to so serve. Consultant warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The County reserves the right to omit any of the Services identified in Exhibit A upon written notice to Consultant.

2. **Compensation:**

a. **Amount.** As compensation for performance of the Services, the County agrees to pay Consultant a sum not to exceed Nine Thousand, Seven Hundred Dollars (\$9,700.00).

b. **Invoices and Payment:** The County shall make payment upon receipt and approval of invoices submitted by Consultant. Invoices shall be submitted to the County not more frequently than monthly and shall identify the specific Services performed for which payment is requested.

c. **IRS Form W-9:** Consultant shall provide to the County a completed Internal Revenue Service Form W-9 not later than the date upon which Consultant submits its first invoice to the County for payment. Failure to provide a completed Form W-9 may result in delay or cancellation of payment under this Agreement.

3. **Term:** Unless extended by written agreement of the parties, this Agreement shall be from the date first written above until the completion of the Services in accordance with the deadlines set forth in Exhibit A.

4. **Monitoring and Evaluation:** The County reserves the right to monitor and evaluate the progress and performance of Consultant to ensure that the terms of this Agreement are being satisfactorily met in accordance with the County.

5. **County Property:** Reports, surveys, maps, plans, drawings, photographs and any other tangible materials produced including GIS and computer generated files that are applicable to the project and being the specific data produced by Consultant pursuant to this Agreement shall at all times be considered County property.

6. **Independent Consultant:** The parties agree that Consultant shall be an independent Consultant and shall not be an employee, agent or servant of the County. Consultant is not entitled to workers' compensation benefits from the County and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

7. **Insurance:**

a. **Professional Liability Insurance:** If Consultant is an architect, landscape Architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Consultant is engaged to carry professional liability insurance, or if the County otherwise deems it necessary, Consultant shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Consultant against any professional liability with a limit of at least One Million Dollars (\$1,000,000) per claim and annual aggregate. The limits of said insurance shall not, however, limit the liability of Consultant hereunder.

b. **Other Insurance:** During the term of this Agreement, Consultant shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

c. **Evidence of Coverage** Before commencing work under this Agreement, Consultant shall furnish to the County certificates of insurance policies evidencing insurance coverage required by this Agreement. Consultant understands and agrees that the County shall not be obligated under this Agreement until Consultant furnishes such certificates of insurance.

9. **Sub Consultant:** The Consultant shall not employ any sub-consultant to perform any services in the scope of this work, unless said sub-consultant is listed as part of this agreement or is approved by the County in writing.

10. **Indemnification.** Consultant hereby covenants and agrees to indemnify, save and hold harmless the County and its officers, employees and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims and demands of any kind whatsoever arising from or out of any breach of contract or negligent act or omission or other tortious conduct of Consultant, its officers, employees or agents in the performance or nonperformance of its obligations under this Agreement.

11. **Compliance with Applicable Law.** Consultant hereby covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, ordinances and regulations.

12. **Termination.**

a. **Generally.** The County may terminate this Agreement without cause if it determines that such termination is in the County's best interest. The County shall effect such termination by giving written notice of termination to Consultant, specifying the effective date of termination, at least seven (7) calendar days prior to the effective date of termination. In the event of such termination by the County, the County shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the County.

b. **For Cause.** If, through any cause, Consultant fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law, the County shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Consultant. In the event of such termination by the County, the County shall be liable to pay Consultant for Services performed as of the effective date of termination, but shall not be liable to Consultant for anticipated profits. Consultant shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the foregoing, Consultant shall not be relieved of liability to the County for any damages sustained by the County by virtue of any breach of this Agreement, and the County may withhold payment to Consultant for the purposes of setoff until such time as the exact amount of damages due to the County from Consultant is determined.

13. **Wyoming Governmental Claims Act:** The County does not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et.seq., and the County specifically reserves the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Government Claims Act.

14. **Governing Law and Venue; Recovery of Costs.** This Agreement shall be governed by the laws of the State of Wyoming, and venue shall be in the County of Natrona, State of Wyoming. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the parties shall pay their own respective court costs and attorneys fees.

15. **No Assignment.** Consultant shall not assign this Agreement without the County's prior written consent.

16. **No Partnership or Agency.** Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the County nor Consultant shall be deemed or constitute a partner, joint venturer or agent of the other. Any actions taken by the parties pursuant to this Agreement shall be deemed actions as an independent Consultant of the other.

17. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

18. **Entire Agreement.** This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties.

19. **No Third-Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person other than the County and Consultant shall be deemed to be only an incidental beneficiary under this Agreement.

20. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. **Headings.** Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

22. **Notices.** Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to County:	Name:	Mr. Michael D. Haigler
	Title:	Road & Bridge Superintendent
	Address:	538 SW Wyoming Blvd. Mills, Wyoming 82644

If to Consultant:	Name:	Mr. Jason L. Meyers, PE
	Title:	Project Manager
	Address:	200 Pronghorn Casper, Wyoming 82601

23. **Time is of the Essence.** Consultant acknowledges that time is of the essence of this Agreement. Consultant's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in Exhibit A, shall be deemed a breach of this Agreement.

23. Consultant's Remedies for Breach.

- a. Consultant may terminate this Agreement in the event of non-payment of sums due. In the event Consultant elects to terminate this Agreement for non-payment of sums due, Consultant shall first provide the County notice of Consultant's intent to terminate and allow the County forty-five (45) days within which to make payment. Consultant's termination shall become effective immediately upon the County's failure to make payment within such thirty-day period.
- b. Pending resolution of any material breach by the County, Consultant may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ATTEST:

NATRONA COUNTY COMMISSION:

Renea Vitto, Natrona County Clerk

By: _____
John Lawson, Chairman

Date

Date

ATTEST:

WLC ENGINEERING, SURVEYING
AND PLANNING:

Shane M. Potts

1/19/18

Date

By: _____
James L. Muffus

1/19/18

Date

(SEAL)

Approved as to form:

By: _____
Eric, Nelson
Natrona County Attorney

EXHIBIT “A”
SCOPE OF SERVICES
FOR
PROFESSIONAL SERVICES
FOR THE PREPERATION OF DOCUMENTS AND THE BIDDING OF CHIP
SEALING AND CRACK SEALLING OF NINE COUNTY ROADS

PROJECT DESCRIPTION

Chip and Crack Sealing of the following County Roads:

CR 119, Six Mile Road
CR 303, Chamberlin Road
CR 304, Boles Road
CR 406, Lakeshore Drive
CR 408, Fremont Canyon Road
CR 407, Kortess Road
CR 409, Pathfinder Road
CR 505, Circle Drive Road
CR 512, Hogadon Road

SCOPE OF SERVICES

The consultant shall provide the Design and Bidding for the project.

- Design preparation.
- Prepare vicinity maps for each road. The maps will be included with the project manual.
- Prepare details for construction, as needed. Details will be included with the project manual.
- Prepare Project Manual to include bidding documents, contract documents, and technical specifications.
- Prepare Advertisement for Bid and publish in Casper Star Tribune and distribute to other entities for distribution.
- Distribute the Project Manual to prospective bidders.
- Host pre-Bid Meeting and distribute meeting notes.
- Answer Bidder questions.
- Prepare Addenda items, if any.
- Host Bid opening.
- Review, evaluate, and tabulate bids.
- Prepare award recommendation for Natrona County review.
- Project Engineer to Attend Preconstruction Meeting.
- Provide one (1) site visit by the Project Engineer.
- Sieve Analysis of up to four (4) aggregate samples delivered to WLC's office.

COST OPINION

The cost opinion to complete these services listed above is \$9,700.00, to be billed monthly on a time and materials basis.

ESTIMATED TIME OF COMPLETION

The estimated time of completion of bidding documents will be on or before April 30, 2018. WLC would plan on commencing on this project within one week of notice to proceed or receipt of signed agreement.

EXHIBIT "A"

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FOR
PROFESSIONAL SERVICES
FOR THE PREPERATION OF DOCUMENTS AND THE BIDDING OF CHIP
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Natrona County Road & Bridge
Department
538 SW Wyo Blvd
PO Drawer 848
Mills, WY 82644
(307) 235-9311; 265-2743 (fax)

November 29, 2017



Memo To: John Lawson, Chairman of Board of County Commissioners,
Commissioners and Charmaine Reed, County Attorney.

From: Mike Haigler, Road & Bridge Superintendent *moH*

Subject: Modification of the Reimbursable Agreement/Statement of Work and the
Federal Lands Access Program Project Agreement with the Federal
Highway Administration for Fremont Canyon Road.

Attached please find one copy of the DTFH68-14-E-00018/Modification #003 to the Reimbursable Agreement/Statement of Work and the Federal Lands Access Program Project Agreement between the Federal Highway Administration and Natrona County for the Fremont Canyon Road project which started in October of 2013 and has been on going.

Please recall that the Fremont Canyon Road (CR408) project was selected for funding back in March of 2013. The project started at the Fremont Canyon Bridge and continued to the southwest to the intersection of Fremont Canyon Road and Pathfinder Road, CR409, for a total distance of 3.9 miles. The roadway was pulverized and resurfaced to a 24 foot uniform width for the full length along the existing roadway alignment. The project had been complete for some time now however the FHA is running behind on the paper work and has requested an extension.

Natrona County is responsible for providing 9.51% of the funding for the design, construction engineering and construction to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for the WY FLAP 408(1) Fremont Canyon Road project. Natrona County shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency.

The total estimated cost for design, construction engineering and construction was \$2,669,300.00 of which Natrona County provided 9.51% of the total Federal Lands Access Program funding required for the project through construction contract completion, closeout and resolution of any disputes. The amount of matching funds provided by Natrona County shall not exceed \$275,000.00 and all work associated with the project was to be completed no later than December 31, 2015 however; it was extended to December 31, 2016 via modification #001. That modification was tied to the emergency repairs that took place on the Alcova bridge structure (DUR) that delayed the project last year.

Now the Federal Highway Administration is asking for an additional extension with no cost modification to the project, it will extending the contract time from December 31, 2017 to December 31, 2018.

Please sign and return the documents to my office, and I will return the executed copies to the Federal Highway Administration. When I receive an executed copy back, I will return one to the Commissioners Office and to the Attorney Office for their records.

**Federal Highway Administration
Federal Lands Highway
AGREEMENT**

**DTFH68-14-E-00018
Modification #003**

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Natrona County, WY	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 040709545 TIN 83-6000113W	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

Reimbursing Organization Finance Point of Contact	Organization to be Reimbursed Finance Point of Contact
Name: Michael Haigler Address: PO Box 848 Mills, WY 82644 Phone: 307-235-9311 E-mail: mhaigler@natronacounty-wy.gov	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3356 E-mail: Suzanne.schmidt@dot.gov
Reimbursing Organization Program Point of Contact	Organization to be Reimbursed Program Point of Contact
Name: Michael Haigler Address: PO Box 848 Mills, WY 82644 Phone: 307-235-9311 E-mail: mhaigler@natronacounty-wy.gov	Name: Micah Leadford Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3498 E-mail: micah.leadford@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
FROM: October 24, 2013 TO: December 31, 2018	23 U.S.C. 201 and 204

TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
Original Total Agreement Amount: NTE \$275,000.00 Modification #001: \$0.00 Modification #002: \$0.00 Modification #003: \$0.00	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES
This Modification #003 extends the Agreement's period of performance to December 31, 2018. This is a no cost modification.

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Signature _____ Date _____	Contracting Officer Signature _____ Date _____

APPROVED
NATRONA COUNTY ATTORNEY

BY: [Signature]
DATE: 1-29-18

Revised 3/2010



WYOMING DEPARTMENT of Family Services

2300 Capitol Avenue
Hathaway Bldg, 5th Fl. Ste C
Cheyenne, WY 82002-0490
Tel: 307.777.7328
Fax: 307.777.5588
dfsweb.wyo.gov

January 22, 2018

Natrona County Clerk of District Court
ATTN: Gen Tuma
115 North Center Suite 100
Casper, WY 82601



RE: Cooperative Agreement for Responsibilities Between The Wyoming Department of Family Services Child Support Enforcement and **Natrona** County Clerk of District Court

Dear **Ms. Tuma**:

Please find enclosed the Cooperative Agreement for Responsibilities Between The Wyoming Department of Family Services Child Support Enforcement and **Natrona** County Clerk of District Court for your review and signature.

After the agreement has been signed, **please return the original agreement in its entirety with original signatures** in the enclosed self-addressed envelope. Once the agreement has been fully executed, a copy of the agreement in its entirety will be forwarded for your files.

Should you have any questions or concerns regarding the agreement contents, please contact Kristie Arneson, the contract manager at (307)777-6031 or via email at kristie.arneson@wyo.gov.

Any other questions you may have, please contact the undersigned at (307)777-7328 or via email at nina.henry@wyo.gov.

Thank you for your anticipated cooperation in this matter.

Sincerely,

Nina Henry
Tax Offset Coordinator

NH/Enclosure: as stated

**Cooperative Agreement for Responsibilities Between
The Wyoming Department of Family Services
Child Support Enforcement
and
Natrona County Clerk of District Court**

1. **Parties.** The parties to this Cooperative Agreement (Agreement) are the Wyoming Department of Family Services, whose address is 2300 Capitol Ave, Hathaway Bldg., 5th Flr., Ste. C, Cheyenne, Wyoming 82002-0490 (DFS), and the Natrona County Clerk of the District Court (CDC), whose address is 115 North Center Suite 100, Casper, Wyoming 82601.
2. **Purpose of Agreement.** The purpose of this Agreement is to delineate the mutual responsibilities between DFS and CDC except receipt and distribution of payments, according to federal law, rules, and policies regarding Title IV-D of the Social Security Act, as amended.
3. **Term of Agreement and Required Approvals.**
 - A. This Agreement is effective when all parties have executed it (Effective Date). The term of this Agreement is from July 1, 2017 or the Effective Date, whichever is later, through June 30, 2018. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of DFS.
4. **Payment.** DFS and CDC agree there shall be no payment to CDC for services described herein.
5. **Responsibilities of CDC.**

Subject to available funding and staffing, the CDC shall:

- A. Use the automated statewide child support computer system, known as POSSE, as the exclusive system to:
 - (i) Enter all child support orders and/or divorce decrees which specify payment of child or medical support whether the case is IV-D or non-IV-D.
 - (ii) Enter all modifications to child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.

- (iii) Enter all abatements concerning child support orders and/or divorce decrees which specify payment of medical or child support whether the case is IV-D or non-IV-D.
 - (iv) Enter all necessary information, including social security number, residential and mailing addresses, telephone numbers, and driver's license number, as well as the name, address and telephone number of any employers, for each party to any paternity or child support proceedings upon entry of an order and to update this information when informed of changes.
 - (v) Enter all voluntary paternity acknowledgments and all adjudications of paternity by judicial processes, including non-IV-D cases.
- B.** Provide customer service and furnish information to any custodial parent involved in a child support case, in a timely manner, when requests are made regarding the status of child support payments and/or child support arrearages.
 - C.** All questions regarding IV-D child support payments or non IV-D wage withholding payments on orders entered after January 1, 1994 may be referred to the State Single Address Location. Enforcement questions may be referred to the appropriate enforcement district.
 - D.** Provide up-to-date reporting of child support data to the Court, as required by the Court.
 - E.** Cooperate with DFS and state enforcement districts to meet federal child support enforcement requirements.
 - F.** Assure that all personnel authorized access to POSSE sign a Statement of Confidentiality Form (Attachment A), Non-Disclosure Oath and Certification on Need to Know Parental Obligation System For Support Enforcement (POSSE) (Attachment B), Statement of Disclosure (Attachment C), Electronic Transmission of Federal Tax Information (FTI) Policy (Attachment D) and IRS Video – Statement of Completion (Attachment E), which are all attached to and incorporated into this Agreement by this reference and which shall be forwarded to DFS.
 - G.** Ensure that all program personnel handling money are covered by fidelity bonding insurance.

6. Responsibilities of DFS. DFS agrees to:

- A.** The State will maintain computer hardware and Parental Obligation System for Support Enforcement (POSSE) within each CDC office to afford the court ready access to child support enforcement data. CDC may retain these resources as long as the Agreement remains in force.

- B. Provide computer hardware and software for CDC use, in support of POSSE, as long as the Agreement is in effect.
- C. Cooperate responsively with CDC regarding all elements of this Agreement.
- D. Respond as soon as practicable to CDC reports of POSSE system problems.
- E. Provide POSSE computer hardware and software upgrades as needed.
- F. Provide training on POSSE or computer hardware applications as needed.
- G. Ensure equipment provided to CDCs by DFS is maintained on DFS inventory system.

7. **Special Provisions.**

- A. **CDC's Employee's Requirements.** In performance of this contract, the CDC agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
 - (i) All work will be performed under the supervision of the CDC or the CDC's responsible employees.
 - (ii) Any federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the CDC is prohibited.
 - (iii) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - (iv) No work involving returns and return information furnished under this Cooperative Agreement will be subcontracted without prior written approval of the IRS.
 - (v) The CDC will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

- (vi) The Agency will have the right to void the Cooperative Agreement if the CDC fails to provide the safeguards described above.

B. Criminal/Civil Sanctions

- (i) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as five thousand dollars (\$5,000.00) or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (ii) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as one thousand dollars (\$1,000.00) or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of one thousand dollars (\$1,000.00) for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

- (iii) Additionally, it is incumbent upon the CDC to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to CDCs by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a CDC, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than five thousand dollars (\$5,000.00).
- (iv) Granting a CDC access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. CDCs must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, CDCs should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the CDC should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

C. Inspection. The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the CDC for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the CDC is found to be noncompliant with Cooperative Agreement safeguards.

8. General Provisions

- A. Amendments.** Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. Americans with Disabilities Act.** The CDC shall not discriminate against a qualified individual with a disability and the parties shall comply with the

Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, *et seq.*, and/or any properly promulgated rules and regulations related thereto.

- C. **Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Agreement shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.
- D. **Assignment/Agreement Not Used as Collateral.** Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this Agreement without the prior written consent of the other party. The CDC shall not use this Agreement, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.
- E. **Audit/Access to Records.** DFS and its representatives shall have access to any books, documents, papers, electronic data, and records of the CDC which are pertinent to this Agreement. The CDC shall immediately, upon receiving written instruction from DFS, provide to any independent auditor or accountant all books, documents, papers, electronic data and records of the CDC which are pertinent to this Agreement. The CDC shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by DFS.
- F. **Award of Related Agreements.** DFS may award supplemental or successor Agreements for work related to this Agreement. The CDC shall cooperate fully with other CDCs and DFS in all such cases.
- G. **Certificate of Good Standing.** The CDC shall provide to the Agency a Certificate of Good Standing from the Wyoming Secretary of State, or other proof that CDC is authorized to conduct business in the State of Wyoming, if required, before performing work under this Agreement. CDC shall ensure that all annual filings and corporate taxes due and owing to the Secretary of State's office are up-to-date before signing this Agreement.
- H. **Compliance with Laws.** The CDC shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all executive orders in the performance of this Agreement.
- I. **Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the CDC in the performance of this Agreement shall be kept confidential by the CDC unless written permission is granted by DFS for its release. If and when CDC receives a request for information subject to this Agreement, CDC shall notify DFS

within ten (10) days of such request and shall not release such information to a third party unless directed to do so by DFS.

- J. Entirety of Agreement.** This Agreement, consisting of eleven (11) pages, Attachment A, consisting of one (1) page, Attachment B, consisting of four (4) pages, Attachment C, consisting of one (1) page, Attachment D, consisting of one (1) page, and Attachment E, consisting of one (1) page, represent the entire and integrated Agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.
- K. Ethics.** CDC shall keep informed of and comply with the Wyoming Ethics and Disclosure Act (Wyo. Stat. § 9-13-101, et seq.) and any and all ethical standards governing Contractor's profession.
- L. Extensions.** Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by DFS and shall be accomplished through a written amendment between the parties entered into before the expiration of the original Agreement or any valid amendment thereto, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement.
- M. Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- N. Indemnification.** Each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure or indemnify the other.
- O. Independent CDC.** The CDC shall function as an independent CDC for the purposes of this Agreement and shall not be considered an employee of the State of Wyoming for any purpose. Consistent with the express terms of this Agreement, the CDC shall be free from control or direction over the details of the performance of services under this Agreement. The CDC shall assume sole responsibility for any debts or liabilities that may be incurred by the CDC in fulfilling the terms of this Agreement and shall be solely responsible for the payment of all federal, state, and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the CDC or its agents or employees to act as an agent or representative for or on behalf of the State of Wyoming or DFS or

to incur any obligation of any kind on the behalf of the State of Wyoming or DFS. The CDC agrees that no health/hospitalization benefits, workers' compensation, unemployment insurance or similar benefits available to State of Wyoming employees will inure to the benefit of the CDC or the CDC's agents or employees as a result of this Agreement.

- P. Nondiscrimination.** The CDC shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 et seq.), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, et seq., and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Agreement.
- Q. Notices.** All notices arising out of, or from, the provisions of this Agreement shall be in writing either by regular mail or delivery in person at the addresses provided under this Agreement.
- R. Ownership and Destruction of Documents/Information.** DFS owns all documents, data compilations, reports, computer programs, photographs, data, and other work provided to or produced by the Agreement in the performance of this Agreement. Upon termination of services, for any reason, CDC agrees to return all such original and derivative information/documents to the Agency in a useable format. In the case of electronic transmission, such transmission shall be secured. The return of information by any other means shall be by a parcel service that utilizes tracking numbers. Upon DFS's verified receipt of such information, CDC agrees to physically and electronically destroy any residual DFS-owned data, regardless of format, and any other storage media or areas containing such information. CDC agrees to provide written notice to DFS confirming the destruction of any such residual DFS-owned data.
- S. Patent or Copyright Protection.** The CDC recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license, or other similar restrictions, and warrants that no work performed by the CDC or its subcontractors will violate any such restriction. The CDC shall defend and indemnify DFS for any violation or alleged violation of such patent, trademark, copyright, license, or other restrictions.
- T. Prior Approval.** This Agreement shall not be binding upon either party, no services shall be performed, and the Wyoming State Auditor shall not draw warrants for payment, until this Agreement has been fully executed, approved as to form by the Office of the Attorney General, filed with and approved by A&I Procurement, and approved by the Governor of the State of Wyoming, or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

- U. Publicity.** Any publicity given to the projects, programs or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices in whatever form, prepared by or for the CDC, shall identify DFS as the sponsoring agency and shall not be released without prior written approval from DFS.
- V. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- W. Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and DFS expressly reserve sovereign immunity by entering into this Agreement and the CDC does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 139101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. The parties further acknowledge that there are constitutional and statutory limitations on the authority of the State of Wyoming and its agencies or instrumentalities to enter into certain terms and conditions supplied by the CDC, including, but not limited to, the following: liability for damages; choice of law; conflicts of law; venue and forum-selection clauses; defense or control of litigation or settlement; liability for acts or omissions of third parties; payment of attorneys' fees or costs; additional insured provisions; dispute resolution, including, but not limited to, arbitration; indemnification of another party; and confidentiality. Any such provisions in the Agreement or any attachments or documents incorporated by reference will not be binding on the State of Wyoming except to the extent authorized by the laws and constitution of the State of Wyoming. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.
- X. Taxes.** The CDC shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.
- Y. Termination of Agreement.** This Agreement may be terminated:
- (i) By either party at any time for failure of another party to comply with the terms and conditions of this Agreement;
 - (ii) By either party, upon thirty (30) days prior written notice to the other party;
or

(iii) Upon mutual written agreement of the parties.

- Z. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.
- AA. Time is of the Essence.** Time is of the essence in all provisions of this Agreement.
- BB. Titles Not Controlling.** Titles of sections and subsections are for reference only and shall not be used to construe the language in this Agreement.
- CC. Waiver.** The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.
- DD. Counterparts.** This Agreement may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Agreement. Delivery by the CDC of an originally signed counterpart of this Agreement by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency. The CDC's failure to deliver, either personally or via US Mail, postage prepaid, the originally signed counterpart to the Agency within five (5) business days shall be considered a material breach and may result in immediate termination of this Agreement by the Agency.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

9. **Signatures.** The parties to this Agreement, either personally or through their duly authorized representatives, have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement

This Agreement is not binding on either party until approved by the Division of Procurement Services, Department of Administration & Information, and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

The effective date of this Agreement is the date of the signature last affixed to this page.

Department of Family Services

Thomas O. Forslund, Director

Date

Korin A. Schmidt, Interim Senior Administrator

Date

Natrona County Clerk of the District Court



Gen Tuma



Date

Attorney General's Office Approval as to Form



Margaret A. R. Schwartz, Assistant Attorney General



Date

Natrona County Board of County Commissioners

John H. Lawson, Chairman

Date

APPROVED
NATRONA COUNTY ATTORNEY

BY:

DATE:






STATEMENT OF CONFIDENTIALITY

I _____, the undersigned, am employed by
(Please print name)

I understand certain material which I may handle or create during the course of my employment may be covered by confidentiality requirements.

I further acknowledge that in the performance of my duties I may acquire or have access to "personal data" and become a "holder" of such personal data or other information deemed confidential under state or federal law, regulation or common practice.

I shall comply with state and federal laws and regulations relating to confidentiality and shall not divulge any personal information or data to ANYONE other than that required through the normal course of Title IV-D business.

Below is an oath stating I will comply with this statement and I am aware a violation of this oath may result in my IMMEDIATE DISMISSAL from employment and possible prosecution.

I, _____, acknowledge I have read the
(Please print name)

Foregoing and fully understand my obligation to hold all information and data acquired in the performance of my employment as confidential. I further state I have been informed of the state and federal laws and regulations relating to confidentiality and will abide by the same.

I understand a violation of this oath may at a minimum result in IMMEDIATE TERMINATION of employment and may result in criminal and civil prosecution.

(Please sign name)

Date



NON-DISCLOSURE OATH and CERTIFICATION OF NEED

IRC SEC. 7213 UNAUTHORIZED DISCLOSURE OF INFORMATION.

(a) RETURNS AND RETURN INFORMATION.-

- (1) **FEDERAL EMPLOYEES AND OTHER PERSONS.**-It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)]. Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.
- (2) **STATE AND OTHER EMPLOYEES.**-It shall be unlawful for any person [not described in paragraph (1)] willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)] acquired by him or another person under subsection (d), (i)(3)(B)(i), (1)(6), (7), (8), (9), (10), (12), (15) or (16) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
- (3) **OTHER PERSONS.**-It shall be unlawful for any person to whom any return or return information [as defined in section 6103(b)] is disclosed in an manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
- (4) **SOLICITATION.**-It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information [as defined in 6103(b)] and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
- (5) **SHAREHOLDERS.**--It shall be unlawful for any person to whom return or return information [as defined in 6103(b)] is disclosed pursuant to the provisions of 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.



NON-DISCLOSURE OATH and CERTIFICATION OF NEED

SEC. 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION

- (a) **PROHIBITIONS.-**
 - (1) **FEDERAL EMPLOYEES AND OTHER PERSONS.-**It shall be unlawful for-
 - (A) any officer or employee of the United States, or
 - (B) any person described in section 6103(n) or an officer willfully to inspect, except as authorized in this title, any return or return information.
 - (2) **STATE AND OTHER EMPLOYEES.-**It shall be unlawful for any person [not described in paragraph(l)] willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2).
- (b) **PENALTY.-**
 - (1) **IN GENERAL.-**Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.
 - (2) **FEDERAL OFFICERS OR EMPLOYEES.-**An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.
- (c) **DEFINITIONS.-**For purposes of this section, the terms "inspect", "return", and "return information" have respective meanings given such terms by section 6103(b).

IRC SEC. 7431 CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE OF RETURNS AND RETURN INFORMATION.

- (a) **IN GENERAL. -**
 - (1) **INSPECTION OR DISCLOSURE BY EMPLOYEE OF UNITED STATES. -** If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.
 - (2) **INSPECTION OR DISCLOSURE BY A PERSON WHO IS NOT AN EMPLOYEE OF UNITED STATES. -** If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States.
- (b) **EXCEPTIONS. -**No liability shall arise under this section with respect to any inspection or disclosure
 - (1) which results from good faith, but erroneous, interpretation of section 6103, or
 - (2) which is requested by the taxpayer.

(c) **DAMAGES.** - In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of-

(1) the greater of-

- (A) \$ 1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or
- (B) the sum of-

(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus

(ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus

(2) the cost of the action.

(d) **PERIOD FOR BRINGING ACTION.** - Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) **NOTIFICATION OF UNLAWFUL INSPECTION AND DISCLOSURE.** - If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of-

- (1) paragraph (1) or (2) of section 7213(a),
- (2) section 7213A(a), or
- (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) **DEFINITIONS.** - For purposes of this section, the terms "inspect", "inspection", "return" and "return information" have the respective meanings given such terms by section 6103(b).

(g) **EXTENSION TO INFORMATION OBTAINED UNDER SECTION 3406.** - For purposes of this section-

- (1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and
- (2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103.

For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.



CONFLICT OF INTEREST DISCLOSURE FORM

A conflict of interest occurs when an appearance between your private, personal relationships or interests and your professional obligations to the Child Support Enforcement Program is such that a customer or any other observer might reasonably question whether your actions or decisions are determined by considerations of personal curiosity, benefit, gain or advantage.

The appearance of conflict of interest can be as damaging or detrimental as an actual conflict. **You are required to report actual or potential conflicts with any IV-D or Non-IV-D case through the annual Acknowledgment and Disclosure Form and/or whenever a conflict arises.**

ACKNOWLEDGMENT AND DISCLOSURE FORM

I have read the Conflict of Interest Policy set forth above and agree to comply fully at all times during my employment. If at any time following the submission of this form I become aware of any actual or potential conflicts of interest, I will promptly notify my supervisor.

Disclosure of Actual or Potential Conflicts of Interest:

Person Name (Please Print)	POSSE Person ID

I _____, the undersigned, am employed by _____.

Employee Printed Name

Date

Supervisor Signature

Date



ELECTRONIC TRANSMISSION OF FEDERAL TAX INFORMATION (FTI) POLICY

(WY CSE Policy 3.2.6 – IRS – Electronic Transmission of FTI)

Because the e-mail lines used by the Wyoming CSE Program are not encrypted and not all lines are fiber optic, information is susceptible to interception. E-mail will not be used to transmit questions or information dealing with or making reference to IRS data.

In order to meet the strict confidentiality and transmission rules established by the IRS, Wyoming CSE Program professionals will only call authorized State agencies regarding IRS data or fax IRS requests to the an authorized State agency or person.

To reduce the threat of intrusion, Wyoming CSE Program staff will observe the following:

- Have a trusted staff member at both the sending and receiving fax machines;
- Accurately maintain broadcast lists and other preset numbers of frequent recipients of FTI;
- Place fax machines in a secured area; and
- Include a cover sheet on fax transmissions that explicitly provides guidance to the recipient, which includes:
 - A notification of the sensitivity of the data and the need for protection and
 - A notice to unintended recipients to telephone the sender—collect if necessary—to report the disclosure and confirm destruction of the information.

I have read, understand and will adhere to Wyoming Child Support Division policy, 3.2.6 – IRS - Electronic Transmission of FTI.

Employee Printed Name

Employee Signature

Date

Supervisor Signature

Date



IRS VIDEO - STATEMENT OF COMPLETION

I, _____, acknowledge that on the
(Please print your name)
_____ day _____ 20 _____, I watched the IRS safeguarding video
entitled, "Disclosure Awareness Training for Child Support Agencies". I understand that
watching this video is one of the requirements established by the IRS for having access
to and working on the Wyoming child support computer system POSSE, which contains
federal tax information.

Signature

Date

Supervisor's Signature

Date

Michelle's copy

Approved by Trish

Approved by Jason



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

AGENDA

BOARD OF COUNTY COMMISSIONERS MEETING

February 6, 2018

Planning Commission Recommendations

1. Planning Commission Recommendation: Approve

ZC17-4 – A request to change the Zoning District classification of four parcels from Mountain Residential One (MR-1) & Urban Agriculture (UA) to Urban Agriculture.

At its January 9, 2018 meeting, the Planning Commission acted, with all Commissioners present, to unanimously recommend approval of the requested Zone Change to the Board of County Commissioners.

2. Planning Commission Recommendation: Approve

CUP17-7 – A request to Amend Conditional Use Permit CU01-010 to increase tower height to 155' (per applicant request).

At its January 9, 2018 meeting, the Planning Commission acted to recommend approval of the requested increase in tower height to the Board of County Commissioners with the condition that the tower be brown in color.

To meet the condition that Planning Commission made during their November meeting, the applicant has lowered the tower height to 155' and has suggested a weathered steel monopole tower. Staff recommends approval of the 155' tower with a weathered steel monopole design.

(Motion carried with a vote of 3 in favor (Davis, Brown, and Wright) and 2 against (Bailey & Hutchinson)).



NATRONA COUNTY

Development Department

200 North Center Street, Room 202
Casper, WY 82601

MINUTES OF THE NATRONA COUNTY PLANNING COMMISSION January 9, 2018

MEMBERS PRESENT: Harold Wright, Jim Brown, Hal Hutchinson, Bob Bailey, and Tom Davis

MEMBERS ABSENT:

STAFF MEMBERS PRESENT: Jason Gutierrez, Trish Chavis, and Peggy Johnson

OTHERS PRESENT: Eric Nelson, County Attorney

Chairman Wright called the meeting to order at 5:30 p.m.

ITEM 1

Bailey moved and Brown seconded a motion to approve the December 12, 2017 meeting minutes. **Motion carried unanimously.**

ITEM 2

Chairman Wright opened the public hearing for ZC17-4 – A request by Ron McMurry to change the Zoning District classification of four parcels from Mountain Residential One (MR-1) & Urban Agriculture (UA) to Urban Agriculture. The four parcels are located south of SE Wyoming Blvd., on Scenic Rte. All four parcels have both the Mountain Residential One (MR-1) and Urban Agricultural (UA) Zoning Districts.

Gutierrez gave the staff report. Staff proposes a motion and vote by the Planning Commission to recommend approval of the requested Zoning District classification, by the Board of County Commissioners and incorporate by reference all findings of fact set forth in the staff report and this public hearing.

Discussion between the Planning Commission and Staff.

Public hearing open

Those speaking in favor – Kevin Christopherson, Ron McMurry and Mike Evon all from Casper

Discussion between the Planning Commission, Staff and Applicant

Those speaking opposition – None

Public hearing closed

Brown moved approval of ZC17-4 to the Board of County Commissioners as presented by staff, incorporating by reference all findings of fact. Hutchinson seconded the motion. Motion carried unanimously.

ITEM 3

Chairman Wright opened the public hearing for **CUP17-7** - A request by SBA Communications Corporation to amend Conditional Use Permit CU01-010 to remove the 95' wooden pole communication tower and replace it with a new 199' lattice/self-support tower, located in a portion of Section 23, Township 33 North, Range 79 West of the 6th Principal Meridian, Natrona County, Wyoming. The address is 3000 S.E. Wyoming Blvd. Request sent back from the BOCC for approval of the reasonable aesthetic solution for the tower.

Gutierrez gave the staff report. During the staff report, it was clarified that the applicant would need 155' to accommodate antennas and appurtenances. Staff would recommend an amendment to the original motion of approval of the 199' lattice/self-supporting tower to either the 155' monopole or 155' lattice tower. The finding of facts remain true.

Discussion between the Planning Commission, and Staff.

Public hearing opened

Those speaking in favor – Liz Walker, Centennial CO., Kevin Durning, Aurora, CO.

Discussion between the Planning Commission, Staff and Applicant

Those speaking in opposition – None

Public hearing closed

Brown moves approval of the amendment to CUP17-7 for a 155' monopole painted brown to the Board of County Commissioners as presented by staff, incorporating by reference all findings of fact. Davis seconded the motion. Motion carried with a vote of 3 in favor (Davis, Brown, and Wright) and 2 against (Bailey & Hutchinson).

ITEM 4

Chairman Wright opened the hearing in the Allison appeal request for denial of Building Permit TB-17-437 for a pole barn located at 2451 Yarrow. No public input on this item.

Gutierrez updated the Planning Commission on what had transpired with the Zoning Certificate. Applicant's site plan did not meet the minimum distance and an Elevation Certificate was not provided. Staff proposes that the Planning Commission uphold the Planning Departments denial of the Zoning Certificate (TB-17-437).

Discussion between the Planning Commission and Staff.

Hutchinson moves to uphold the Planning Departments denial of the Zoning Certificate (TB-17-437) for setbacks and the elevation certificate. Davis seconded the motion. Motion carried unanimously.

ITEM 5

Planning Commission Minutes
January 9, 2018
Page 3

2018 Planning Commission meeting calendar.

Bailey moved approval of the calendar. Brown seconded the motion. Motion carried unanimously.

Commissioner Bailey moved to adjourn meeting at 6:37 p.m. Commissioner Brown seconded the motion.
Motion carries unanimously.

Harold Wright, Chairman
Natrona County Planning and Zoning Commission

Renea Vitto
Natrona County Clerk

November 13, 2017

Natrona County Development Dept.
200 N. Center St
Casper, Wyoming 82601

RE: Ron McMurry Zone Change Application-Application Intent

Mr. Gutierrez:

This letter is to clarify the intent of the application to change the zoning of the referenced lots from a MR-1 to UA classification. It is our opinion that during the zoning process in this area, a clerical error was made and it was overlooked that the specific lots in question would become split into two different zoning classifications creating discrepancies in regards to what is allowed on one portion of the lot versus another portion. The proposed zone change would create uniform zoning for the entirety of these lots and allow for more consistent regulations when governing what is acceptable on each property. As there is a Home Owners Association for this area, covenants are already in place governing what uses are allowed on the properties including size and type of structures, and as such the more stringent requirements of the MR-1 zoning is unnecessary. In addition, it is our belief that the Urban Agriculture zoning is more adequate for the present structures, homes, and lifestyle enjoyed by the residents of the area.

Sincerely,

Ron McMurry

received
11/15/17 - JZ



CASPER
200 PRONGHORN
CASPER, WY 82601
P: 307-266-2524

November 8, 2017

Natrona County Development Dept.
200 N. Center St
Casper, Wyoming 82601

RE: Ron Mcmurry Zone Change Application

Mr. Gutierrez:

Please find the enclosed zone change application for three (3) properties located on Scenic Route as requested by Ron Mcmurry. We are applying for the zone change for all three properties as one application package although a separate application is included for each property with appropriate signatures. An area site plan and \$300.00 application fee are also included.

Please feel free to contact me at (307) 266-2524 should you have any questions or concerns related to the application.

Sincerely,
WLC Engineering, Surveying & Planning

A handwritten signature in blue ink that reads 'Justin Stearns'.

Justin Stearns, P.E.
Project Engineer



CHEYENNE RAWLINS
DEDICATED TO CLIENTS. DEFINED BY EXCELLENCE.

November 13, 2017

Natrona County Development Dept.
200 N. Center St
Casper, Wyoming 82601

RE: Ron McMurry Zone Change Application-Application Intent

Mr. Gutierrez:

This letter is to clarify the intent of the application to change the zoning of the referenced lots from a MR-1 to UA classification. It is our opinion that during the zoning process in this area, a clerical error was made and it was overlooked that the specific lots in question would become split into two different zoning classifications creating discrepancies in regards to what is allowed on one portion of the lot versus another portion. The proposed zone change would create uniform zoning for the entirety of these lots and allow for more consistent regulations when governing what is acceptable on each property. As there is a Home Owners Association for this area, covenants are already in place governing what uses are allowed on the properties including size and type of structures, and as such the more stringent requirements of the MR-1 zoning is unnecessary. In addition, it is our belief that the Urban Agriculture zoning is more adequate for the present structures, homes, and lifestyle enjoyed by the residents of the area.

Sincerely,

Ron McMurry

received
11/15/17

ZONE CHANGE APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming; as provided in Section 18-5-201 to 18-5-207, inclusive, of the Wyoming State Statutes, 1977, as amended, and as provided in the 2000 Natrona County Zoning Resolution, to rezone the following described real property:

From: To:

Applicant Name:

Applicant Address:

Applicant Phone:

Owner Name:

Owner Address:

Owner Phone:

Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter -section, section, township and range.)

Common description of the property to be rezoned (street address and location description):

Type of sewage disposal: ☐ Public ☒ Septic ☐ Holding Tank ☐ Other

Source of Water:

This property was purchased from:

The date this property was purchased:

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. **I (We) further understand that all application fees are non-refundable.** By signing this application I am (We are) granting the Development Department access to our property for inspections.

Applicant: Ron McMurry
(Signature)

Date: 10/31/17

Print Applicant Name: Ron McMurry

Owner: Ron McMurry
(Signature)

Date: 10/31/17

Print Owner Name: Ron McMurry Linda McMurry

ZONE CHANGE APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming; as provided in Section 18-5-201 to 18-5-207, inclusive, of the Wyoming State Statutes, 1977, as amended, and as provided in the 2000 Natrona County Zoning Resolution, to rezone the following described real property:

From: To:

Applicant Name:

Applicant Address:

Applicant Phone:

Owner Name:

Owner Address:

Owner Phone:

Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter -section, section, township and range.)

Common description of the property to be rezoned (street address and location description):

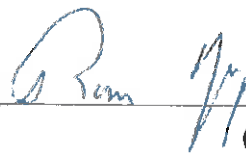
Type of sewage disposal: ☐ Public ☒ Septic ☐ Holding Tank ☐ Other

Source of Water:

This property was purchased from:

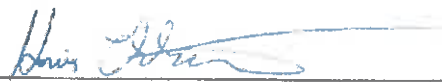
The date this property was purchased:

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. **I (We) further understand that all application fees are non-refundable.** By signing this application I am (We are) granting the Development Department access to our property for inspections.

Applicant: 
(Signature)

Date: 10/31/17

Print Applicant Name: ~~Kevin Christensen~~ Ron McMurty

Owner: 
(Signature)

Date: 10-31-17

Print Owner Name: Kevin Christensen

ZONE CHANGE APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming; as provided in Section 18-5-201 to 18-5-207, inclusive, of the Wyoming State Statutes, 1977, as amended, and as provided in the 2000 Natrona County Zoning Resolution, to rezone the following described real property:

From: To:

Applicant Name:

Applicant Address:

Applicant Phone:

Owner Name:

Owner Address:

Owner Phone:

Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter -section, section, township and range.)

Common description of the property to be rezoned (street address and location description):

Type of sewage disposal: ☐ Public ☒ Septic ☐ Holding Tank ☐ Other

Source of Water:

This property was purchased from:

The date this property was purchased:

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. **I (We) further understand that all application fees are non-refundable.** By signing this application I am (We are) granting the Development Department access to our property for inspections.

Applicant: Ron M
(Signature)

Date: 10/31/17

Print Applicant Name: Ron McMurry

Owner: Violet Christopher
(Signature)

Date: 10-31-17

Print Owner Name: Violet Christopher

ZONE CHANGE APPLICATION

(Please read GENERAL INFORMATION AND APPLICATION INSTRUCTIONS before filling out)

I (We), the undersigned, do hereby petition the Board of County Commissioners of Natrona County, Wyoming; as provided in Section 1E-5-2C1 to 1E-5-2C7, inclusive, of the Wyoming State Statutes, 1977, as amended, and as provided in the 2000 Natrona County Zoning Resolution, to rezone the following described real property:

From: To:

Applicant Name:

Applicant Address:

Applicant Phone:

Owner Name:

Owner Address:

Owner Phone:

Legal description and size of property (If within a platted subdivision, give subdivision name, block and lot number. If not within a platted subdivision, give quarter -section, section, township and range.)

Common description of the property to be rezoned (street address and location description):

Type of sewage disposal: ☐ Public ☒ Septic ☐ Holding Tank ☐ Other

Source of Water:

This property was purchased from:

The date this property was purchased:

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record. I (We) **further understand that all application fees are non-refundable.** By signing this application I am (We are) granting the Development Department access to our property for inspections.

Applicant: Ron McMurry
(Signature)

Date: 11/20/2017

Print Applicant Name: Ron McMurry

Owner: Robert Gliszinski
(Signature)

Date: 11/20/17

Print Owner Name: ROBERT GLISZINSKI



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez, PE

Date: January 19, 2018

RE: **ZC17-4** – A request to change the Zoning District classification of four parcel from Mountain Residential One (MR-1) & Urban Agriculture (UA) to Urban Agriculture.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation:

Approve

At its January 9, 2018 meeting, the Planning and Zoning Commission acted, with all Commissioners present, to unanimously recommend approval of the requested Zone Change to the Board of County Commissioners.

(Motion passed unanimously)

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;
- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.

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REQUEST FOR ZONE MAP AMENDMENT

ZC17-4

STAFF REPORT: Trish Chavis

December 14, 2017

For

January 9, 2018

Planning and Zoning Commission

And

February 6, 2018

Board of County Commissioner Meeting

Applicant: Ron McMurry

Request: Change the Zoning District classification of four parcels from Mountain Residential One (MR-1) & Urban Agriculture (UA) to Urban Agriculture.

Location & Zoning

The four parcels are located south of SE Wyoming Blvd., on Scenic Rte. All four parcels have both the Mountain Residential One (MR-1) and Urban Agricultural (UA) Zoning Districts.

Parcel 1 – 1.42 acres in MR-1 and 18.93 acres in UA, owned by Violet Christopherson

Parcel 2 – 3.83 acres in MR-1 and 16.52 acres in UA, owned by Kevin Christopherson

Parcel 3 – 13.33 acres in MR-1 and 28.37 acres in UA, owned by Robert Glisczinski

Parcel 4 – 19.77 acres in MR-1 and .57 acres in UA, owned by Ron & Linda McMurry

Background

The Zoning Resolution states that district boundary lines (zoning districts) are intended to be lots lines, the centerline of streets, alleys, channelized waterways or other similar rights-of-way, the centerline of blocks, section or township lines, or other lines dimensioned or drawn to scale on the Official Zoning Map.

The Casper Mountain Land Use Plan was adopted on June 1, 2004. With the adoption of this new plan, two new zoning districts were created. The Mountain Residential One (MR-1) Zoning District and the

Mountain Residential Two (MR-2) Zoning District. These new districts were assigned using section lines and not property lines. Thus, creating parcels will dual districts.

The Zoning Resolution does have regulations in place to address parcels with more than one zoning district.

General Standards
For
Zone Map Amendments

Definition: An applicant must demonstrate that at least one of the following criteria is met for the approval to be consistent with the Zoning Resolution:

- 1) Is necessary to come into compliance with the Natrona County Development Plan.
- 2) Existing zoning of the land was the result of a clerical error.
- 3) Existing zoning of the land was based on a mistake of fact.
- 4) Existing zoning of the land failed to take into account the constraints on development created by the natural characteristics of the land, including but not limited to, steep slopes, floodplain, unstable soils, and inadequate drainage.
- 5) The land or its surrounding environs has changed or is changing to such a degree that it is in the public interest to encourage a redevelopment of the area or to recognize the changed character of the area.
- 6) Proposed rezoning is necessary in order to provide land for a community need that was not anticipated at the time of adoption of the Natrona County Development Plan.

The applicant is seeking the Zone Map Amendment under Criteria #2. The applicant provided the following statement:

It is our opinion that during the zoning process in this area, a clerical error was made and it was overlooked that the specific lots in question would become split into two different zoning classifications creating discrepancies in regards to what is allowed on one portion of the lot versus another portion. The proposed zone change would create uniform zoning for the entirety of these lots and allow for more consistent regulations when governing what is acceptable on each property. As there is a Home Owners Association for this area, covenants are already in place governing what uses are allowed on the properties including size and type of structures, and as such the more stringent requirements of the MR-1 zoning is unnecessary. In addition, it is our belief that the Urban Agriculture zoning is more adequate for the present structures, homes and lifestyles enjoyed by the residents of the area.

Discussion

The goals and policies of the Casper Mountain Land Use Plan covered five topic areas, one being residential.

The recommended density is one unit per ten acres, utilizing individual wells and septic systems, the primary intent being to allow single-family dwellings on ten-acre parcels.

The density for Mountain Residential districts, both 1 & 2, is to protect groundwater quality, reduce impact on the vegetation and wildlife, promote the notion of solitude, protect visual qualities, and reduce the demand on tax supported services.

Other appropriate uses in the Mountain Residential districts may include accessory structures, home occupations, light agriculture, and open space recreation facilities.

Both the MR-1 district and the UA district have a minimum lot size of ten acres, each allowing at least one residential structure, allow light agriculture, accessory structures and home occupations.

There are more permitted and conditional uses allowed in the Urban Agriculture district than in the Mountain Residential districts.

Finding of Fact: While there was not a clerical error made during the zone change to Mountain Residential One (MR-1), it is recognized that two zoning districts on a parcel is not favorable to the owner nor the Development Department.

The goals and policies of the Casper Mountain Land Use Plan were to keep the density low, the primary intent being to allow single-family dwellings on ten-acre parcels. The Mountain Residential district was designed to protect groundwater quality, reduce impact on vegetation and wildlife, promote the notion of solitude, protect visual qualities, and reduce the demand on tax supported services.

The Urban Agriculture Zoning District is supportive of these goals and policies and would not be detrimental.

Public Comment

As of the date of this staff report, no comments have been received. The Development Department notified 26 property owners within 1/2 mile.

Recommendation

Staff proposes a motion and vote by the Planning Commission to recommend approval by the Board of County Commissioners of the requested zone change from both Urban Agriculture (UA) and Mountain Residential One(MR-1) to Urban Agriculture (UA) zoning district.

Staff also recommends that the motion incorporate by reference all findings of fact set forth herein and make them a part thereof.

Section 3. Mountain Residential 1 (MR-1)

a. The intent and purpose of the Mountain Residential 1 district is to establish and protect areas for low density residential and accessory agricultural uses. Due to the unique nature and characteristics of the land in this zoning district, design standards and overlays have also been developed for slope protection and fire safety. Recognizing that development will occur in the MR-1 district, the intent of the standards and overlays is to protect property owners, visitors, and wildlife from natural hazards, assure there is adequate access to all sites, develop land in a sensitive manner, and reduce the costs associated with firefighting in more remote areas.

Manufactured homes which meet all the criteria in the definition of "manufactured home" in this resolution are permitted. See definition of manufactured homes and building codes for construction and installation requirements for manufactured homes.

Any home which does not meet these standards is considered a mobile home and is not permitted in the MR-1 district. The definition of a permanent home foundation includes the requirement that wheels and axles are removed and the unit is supported from concrete piers, which are 42 inches deep (frost line) at the manufacturers recommended locations. The unit must be tied down and a curtain wall of masonry or other approved material be installed on the perimeter of the unit. Specific details on the installation are available from the building department.

A unit which meets all the HUD code construction requirements, but which is not installed in accordance with county requirements is considered to be a mobile home. Manufactured housing may be restricted in any area through covenants.

For each permitted or conditional use, check the definitions, Appendix A, and Design Criteria, Chapter VII, to determine requirements for that specific use.

b. The following are permitted uses in these districts:

- (1) Accessory buildings and uses.
- (2) Dwellings: one single family, manufactured home or seasonal dwelling per lot or tract.
- (3) Forest and wildlife management.
- (4) Family Child Care Home and Family Child Care Center
- (5) Home occupation.
- (6) Light agriculture, accessory to residential use on the same lot or tract.
- (7) Park, playground, golf course and other similar open space recreation facilities.
- (8) Storage of flammable or combustible liquids not to exceed 500 gallons, total.
- (9) Propane tank, not to exceed 2,000 gallons total.
- (10) Other similar and compatible uses, as determined by the Board.

c. In addition to the above permitted uses the following uses may be approved by Conditional Use Permit:

- (1) Bed and breakfast.
- (2) Day care center.
- (3) Place of worship.
- (4) Public facility.
- (5) Recreational facility, public or private.
- (6) Small wind energy system (SWES)
- (7) Arena, recreational.
- (8) Communication Towers and Wireless Telecommunication Facilities of any height which are owned and operated by commercial users providing services to the public and are located not less than one (1) mile from any other zoning district; Communication Towers greater than forty-five (45) feet in height, which are owned and operated by non-commercial users, including ham radio operators and other communications enthusiasts and are located not less than one (1) mile from any other zoning district; and any Communication Tower and Antenna combinations greater than seventy (70) feet in height, which are owned and operated by non-commercial users, including ham radio operators and other communications enthusiasts and are located not less than one (1) mile from any other zoning district. (See Chapter VII, Section 15—Communication Towers and Wireless Telecommunication Facilities)
- (9) Utility installation.
- (10) Commercial recreation
- (11) Other similar and compatible uses as determined by the board.

d. Minimum district size is 40 acres

e. Minimum lot size is 10 acres

f. Minimum set backs for principle and accessory buildings are as follows:

- (1) 25 feet adjacent to public roads.
- (2) 10 feet from all property lines not abutting a road.

g. Maximum height is 36 feet for all buildings, principle and accessory.

h. Minimum open space is 50% of the lot area to be free from structures.

Section 2. Urban Agricultural (UA)

a. The intent and purpose of the Urban Agricultural District is to provide for and protect properties of ten (10) acre lots or larger in the urbanized area which are used for agriculture and residential purposes.

For each Permitted or Conditional Use, check the definitions, Appendix A, and Design Criteria, Chapter VII, to determine requirements for that specific use.

b. The following are permitted uses in this district:

- (1) Accessory buildings and uses.
- (2) Agriculture, commercial ranching and agriculture and associated accessory uses.
- (3) Animal clinic, animal shelter/kennel.
- (4) Arena, commercial
- (5) Arena, recreational.
- (6) Bed and breakfast.
- (7) Cemetery.
- (8) Club or lodge.
- (9) Dwellings: any combination of single-family dwellings, mobile homes, manufactured homes, seasonal dwellings or bunk houses under single ownership, incidental and customary to the primary use. See definition of manufactured homes and building codes for construction and installation requirements for manufactured homes.
- (10) Family Child Care Home, Family Child Care Center and Child Care Center.
- (11) Greenhouse, commercial.
- (12) Guest or dude ranch; hunting facility.
- (13) Home occupation.
- (14) Park, playground, golf course and other similar open space recreation facilities.
- (15) Place of worship.
- (16) Recreational activities associated with agriculture.
- (17) Temporary housing, independent, (man camps), requiring no hook-up to water or sewer, housing and appurtenant facilities associated with highway, pipeline and power line construction or mineral exploration.
- (18) Small wind energy systems (SWES)
- (19) Other similar and compatible uses, as determined by the Board.

c. In addition to the above permitted uses, the following uses may be approved by Conditional Use Permit:

- (1) Airports and Heliports.
- (2) Auto reduction/recycling center.
- (3) Auto repair station.
- (4) Auto service station.
- (5) Auto wrecker service.
- (6) Campground.

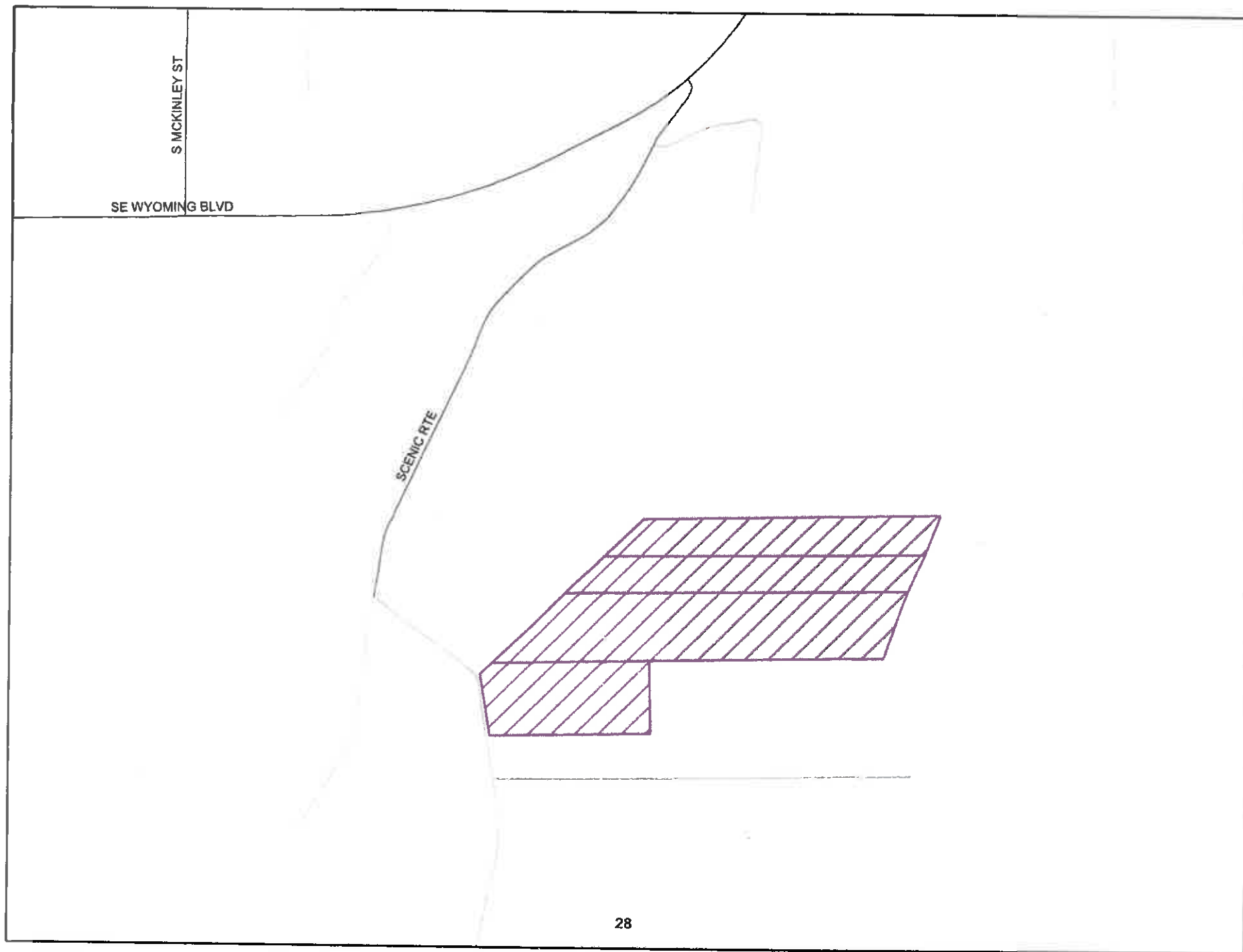
- (7) Collector Car Storage
- (8) Commercial recreation
- (9) Communication Towers and Wireless Telecommunication Facilities of any height which are owned and operated by commercial users providing services to the public and are located not less than one (1) mile from any other zoning district; Communication Towers greater than forty-five (45) feet in height, which are owned and operated by non-commercial users, including ham radio operators and other communications enthusiasts and are located not less than one (1) mile from any other zoning district; and any Communication Tower and Antenna combinations greater than seventy (70) feet in height, which are owned and operated by non-commercial users, including ham radio operators and other communications enthusiasts and are located not less than one (1) mile from any other zoning district. (See Chapter VII, Section 15—Communication Towers and Wireless Telecommunication Facilities)
- (10) Correctional facility (see Chapter VII – Design Criteria and Procedures).
- (11) Hot mix batch plant, temporary.
- (12) Meat processing.
- (13) Mining; aggregate extraction (See Chapter VII, Design Criteria and Procedures).
- (14) Mobile home park.
- (15) Public facility.
- (16) Recreational facility, public or private.
- (17) Sale Barn
- (18) Sanitary landfill, sewage treatment facility.
- (19) Sawmill.
- (20) School; elementary, junior and senior high, college, university, vocational trade, professional or business.
- (21) Small wind energy systems (SWES)
- (22) Temporary dwelling, dependent on outside water and sewer, and appurtenant facilities associated with highway, pipeline and power line construction or mineral exploration.
- (23) Utility installation.
- (24) Wind generator(s), commercial, producing electricity for sale.
- (25) Utilization of mobile and/or manufactured homes for storage purposes, incidental to the principal structure(s) on the property. (see Chapter VII, Section 8f).
- (26) Other similar and compatible uses, as determined by the Board.

UA District Minimums

- d. Minimum district size is 40 acres or the legally described 1/16 Section.
- e. Minimum lot size is 10 acres.
- f. Minimum setbacks for principle and accessory buildings are as follows:
 - (1) 25 feet adjacent to public roads.
 - (2) 10 feet from all property lines not abutting a road.

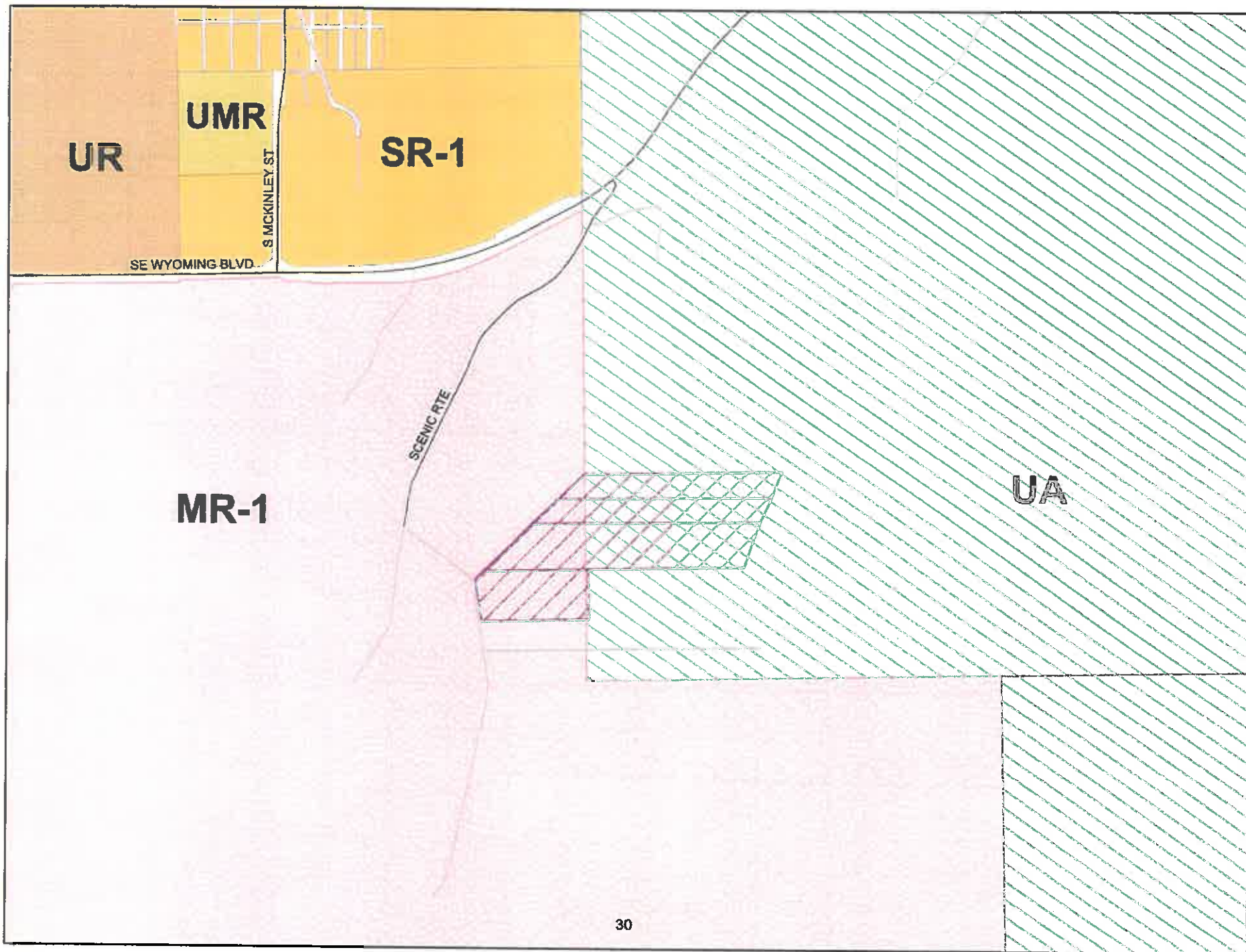
- g. No maximum height.
- h. No minimum open space.

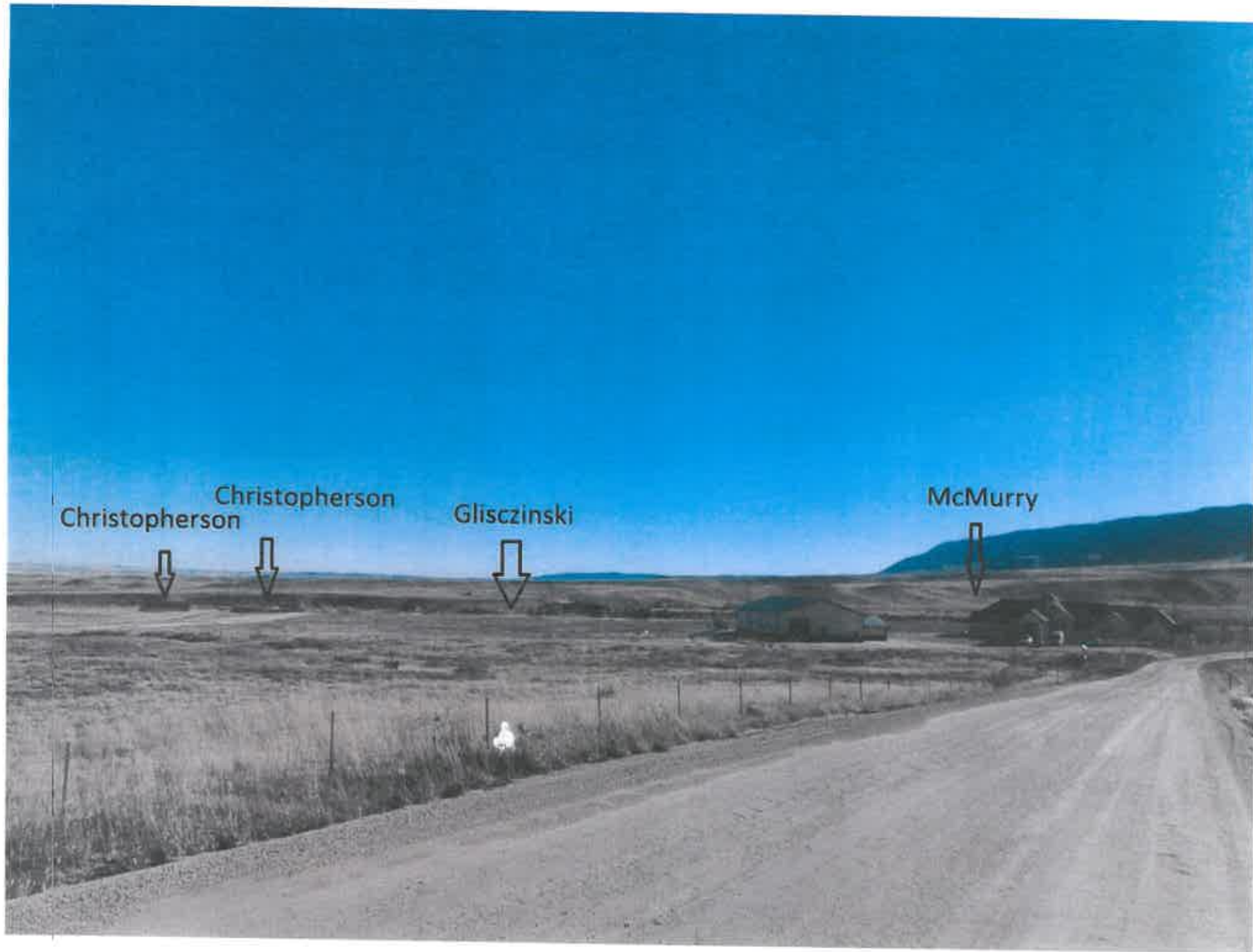




MR-1

UA







East



South

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NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez, PE

Date: November 16, 2017

RE: CUP17-7 – A request to Amend Conditional Use Permit CU01-010 to increase tower height to 199’.

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation:

Approve /Condition

At its November 14, 2017 meeting, the Planning Commission acted to recommend approval of the requested increase in tower height to the Board of County Commissioners with the following condition:

- The applicant shall provide a reasonable aesthetic solution for the tower.

This item will be on the December 5, 2017 Board of County Commissioner agenda if the condition has been met.

(Motion carried with a vote of 3 in favor (Davis, Brown, and Hutchinson) and 1 against (Bailey)).

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;

- **Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.**



8.16.17

SBA Tower Replacement Project
3000 SE Wyoming Blvd.
Casper, WY 82609

In anticipation of being placed on the agenda for the October 10th Planning and Zoning Commission Meeting, please accept the enclosed package:

- (2) Sets of Wyoming PE stamped/signed Construction Drawings giving all details of our proposed project
- (2) Sets of Wyoming PE stamped/signed Tower Design Drawings showing all pertinent new tower calculations
- (1) Ground Lease showing our legal right to the property in question
- (1) \$500.00 check for the Tower Re-Certification

General Scope:

SBA owns and operates the 95' laminated wood pole that is already installed at 3000 SE Wyoming Boulevard. In order to better serve the local population, T-Mobile requires more height than is currently available at this location. As such, SBA proposes to remove the existing 95' wooden pole and replace it with a new 199' lattice/self-support tower. This replacement will allow T-Mobile to achieve their desired height and will also allow other carriers to attach to the tower in the future. The entire project will span approximately 4 weeks and will not change current traffic patterns.

All pertinent details can be found in the enclosed documents but if there are any specific questions that I can answer ahead of the October 10th meeting, please do not hesitate to contact me.

Sincerely,

Evan Hughes
Site Development Manager



SBA COMMUNICATIONS CORPORATION
470 Davidson Road
Pittsburgh, PA 15239

412.515.0111 x2405 + T
412.515.0119 + F
412.260.8565 + C
ehughes@sbsite.com

Your Signal Starts Here.

APPLICATION INSTRUCTIONS

Recertification of a conditional use permit for a wireless telecommunication facility on the parcel of land described hereon. By completing the application form and providing the other requested information, your application will be acted upon in the fastest, fairest manner prescribed by law.

Person preparing report:

Name: Evan Hughes SBA Communications Corp.
 Address: 470 Davidson Rd. Pittsburgh PA 15239
 Phone Number: 412.515.0111 x2405

Property Owner:

Name: C.E. Swinney LLC
 Mailing Address: PO Box 50723 Casper, WY 82605
 Phone Number: 307.234.0116
 Physical Address: 3000 SE Wyoming Blvd. Casper, WY 82609
 Tax map parcel no: 21205100075880

Applicant:

Name: SBA Communications Corp
 Address: 470 Davidson Rd. Pittsburgh, PA 15239
 Phone Number: 412.515.0111 x2405
 Legal form (Corporation, LLC, etc.) Corporation
 If purchased tower dated of purchase: N/A - SBA built the tower
 GPS coordinates of tower: 42.810481 / -106.296511
 Original Conditional Use Permit resolution number: Unknown BP B01-0112
 Dated of original Conditional Use Permit: Unknown BP 7/9/2001

Operator:

Name: SBA Structures LLC
 Address: 2651 Congress Ave. Boca Raton, FL 33487
 Phone Number: Mark Judson 970.901.7555

Signatures

I (We) hereby certify that I (We) have read and examined this application and know the same to be true and correct to the best of my (our) knowledge. Granting this request does not presume to give authority to violate or cancel the provisions of any other State or local laws. Falsification or misrepresentation is grounds for voiding this request, if granted. All information within, attached to or submitted with this application shall become part of the public record, except as modified by applicable regulations. I (We) further understand that all application fees are non-refundable.

Applicant: ERH Date: 8/23/17
(Signature)

Print Applicant name: Evan R Hughes

Owner: ERH Date: 8/23/17
(Signature)

Print Owner name: Evan R Hughes on behalf of SBA



NARRATIVE IN SUPPORT OF APPLICATION FOR A RECERTIFICATION OF A WIRELESS COMMUNICATION FACILITY

Submitted to Natrona County
Development Department
200 North Center Street, Room 202
Casper, Wyoming 82601

November 7, 2017

Please accept this narrative being submitted in support of CUP17-7, a recertification and amendment to CUP01-010.

1. Proposed Facility

This Narrative is being submitted in support of the request for the modification of an existing wireless facility located at 3000 SE Wyoming Blvd, Casper, Wyoming 82609. The proposed modification of this facility involves the removal of the current tower and replacement of that site with a 199 foot tower that will provide new and improved coverage for areas in the immediate vicinity as well as downtown Casper. Maps depicting the coverage areas provided by the site have been included with this submittal and are incorporated by reference herein. The maps depict the new coverage and also justify the request for the additional height which is needed to provide such improved coverage.

If approved and once built, the site will provide service from two national wireless carriers (Verizon Wireless who is currently on the site and T-Mobile) and allow for collocation of at least two other carriers.

As discussed below, the facility complies with the Natrona County Zoning Resolution and applicable federal law.

2. Background Information regarding Operation of Wireless Networks

SBA is a first choice provider and leading owner and operator of wireless communications infrastructure in North, South, and Central America. The primary focus of the company is the leasing of antenna space on its multi-tenant towers to a variety of wireless service providers. SBA provides wireless carriers with the infrastructure they need to keep people connected and business running. Robust and ubiquitous wireless coverage is dependent upon an interconnected network of sites, strategically placed, that provide coverage to an area, with minimal interference and at a height which will provide a quality of service that keeps people connected for personal, business or emergency communication.

A. Coverage. The antenna site must be located in an area where the radio frequency broadcasts will provide adequate coverage directly to the area experiencing a significant gap in

coverage. Sites that will remedy a coverage gap are evaluated and selected by a Radio Frequency Engineer. The RF engineer must take into consideration the coverage objectives for the site as well as the terrain in and around the area to be covered. The coverage propagation software systems use these and other factors (type of antenna; antenna tilt, etc.) to predict the coverage that will be provided by the proposed site. Coverage propagation maps showing the signal coverage gap and the projected coverage provided by the proposed site are being submitted in support of this application.

B. Clutter. The antennas must be at a height that enables them to “clear the clutter” in the area. Radio frequency signals are adversely affected by trees, buildings, and other natural and man-made obstacles. Radio frequencies do not penetrate mountains, hills, rocks or metal, and are diminished by trees, brick and wood walls, and other structures. Therefore, antennas must be installed above the “clutter” in order to provide high quality communications services in the desired coverage areas.

C. Call Handoff. The antenna site must be located in an area where the radio broadcasts from the site will allow seamless call handoff with adjacent sites. “Call handoff” is a feature of wireless communications systems which allow an ongoing telephone conversation to continue uninterrupted as the user travels from the coverage area of one antenna site into the coverage area of an adjacent antenna site. This requires coverage overlap for a sufficient distance and/or period of time to support the mechanism of the handoff. A lack of coverage overlap for call handoff causes users to experience dropped calls and is a very frustrating experience for users.

D. Quality of Service. Users of wireless communications services want to use their devices where they live, work, commute and play, including when they are indoors. Ubiquitous wireless coverage must include the ability to provide indoor coverage in areas where there are residences, businesses and indoor recreational facilities.

3. Compliance with Natrona County Zoning Resolution

The application complies with the Natrona County Zoning Resolution which states the following:

Per Section 15.A.(3): The Overall Policy of the Natrona wireless ordinance includes the following: “Promoting and encouraging, wherever possible, the sharing and/or co-location of Wireless Telecommunications Facilities among service providers;

Applicant Response: The above policy objective is furthered by this application. This new infrastructure will allow for new service to be provided by T-Mobile which will enhance competition for wireless services to the benefit of the community without the need for a new site in another location. The existing site will be removed and Verizon Wireless will be relocated to the new site and the site will be able to accommodate two additional carriers.

Per Section 15.B.(16), “Modification” or “Modify” means, the addition, removal or change of any of the physical and visually discernable components or aspects of a wireless facility, that in the judgment of the County shall require additional review as provided for in these regulations. A Modification shall not include the replacement of any components of a wireless facility where the replacement is identical to the component being replaced or for any matters that involve the normal repair and maintenance of a wireless facility without adding, removing or changing anything.

Applicant Response: According to the definition stated above in §15.B.(16), the proposed change to this facility, which includes removal and replacement of the tower, constitutes a modification of the facility under the Natrona County Zoning Resolution.

The County has advised that this application is being reviewed pursuant to Section 15.Q – Recertification of a Conditional Use Permit for Wireless Telecommunications Facilities. Below the applicant demonstrates compliance with the code provisions set forth in that section which include the following:

Information required to be submitted in a Recertification Request:

- (a) The name of the holder of the Conditional Use Permit for the Wireless Telecommunications Facilities;

Applicant Response: The holder of the CUP is SBA Communications Corp. aka SBA, Inc.

- (b) If applicable, the number or title of the Conditional Use Permit;

Applicant Response: The number of the original CUP is CU01-010

- (c) The date of the original granting of the Conditional Use Permit;

Applicant Response: Resolution 37-01 granted the approval of the CUP in May or June of 2001.

- (d) Whether the Wireless Telecommunications Facilities have been moved, re-located, rebuilt or otherwise visibly modified since the issuance of the Conditional User Permit and if so, in what manner;

Applicant Response: The facility has not been moved, relocated or rebuilt and is in compliance with the original CUP granting approval of the facility.

- (e) If the Wireless Telecommunications Facilities have been moved, re-located, rebuilt or otherwise visibly modified, then whether the County approved such action, and under what terms and conditions, and whether those terms and conditions were complied with;

Applicant Response: Not applicable, as the facility has not been moved, relocated or rebuilt.

- (f) That the Wireless Telecommunications Facilities are in compliance with the Conditional Use Permit and compliance with all applicable codes, Laws, rules and regulations;

Applicant Response: The facility is in compliance with the original CUP and also all applicable codes, Laws, rules and regulations.

- (g) Recertification that the tower and attachments both are designed and constructed and continue to meet all local, County, State and Federal structural requirements for loads, including wind and ice loads. Such recertification shall be by a Professional Engineer licensed in the State, the cost of which shall be borne by the Applicant.

Applicant Response: The applicant certifies that the proposed facility will meet all structural requirements per the above requirement.

- (h) Requested recertification information and documentation shall be accompanied by a \$500.00 recertification fee, made payable to the Natrona County Treasurer, by each Wireless Telecommunications Facility owner within twelve (12) and six (6) months prior to each successive five (5) [year] anniversary of the effective date of the original Conditional Use Permit for each Wireless Telecommunications Facility.

Applicant Response: The applicant has submitted the recertification fee in compliance with the above provision.

(2.) If, after such review, the County determines that the permitted Wireless Telecommunications Facilities are in compliance with the Conditional Use Permit and all applicable statutes, laws, local laws, resolutions, codes, rules and regulations, then the County [will] issue a recertification of the Conditional Use Permit for the Wireless Telecommunications Facilities, which may include any new provisions or conditions that are mutually agreed upon, or that are required by applicable statutes, laws, resolutions, codes, rules or regulations. If, after such review it is determined that the permitted Wireless Telecommunications Facilities are not in compliance with the Conditional Use Permit and all applicable statutes, laws, resolutions, codes, rules and regulations, then the County may refuse to issue a recertification Conditional Use Permit for the Wireless Telecommunications Facilities, and in such event, such Wireless Telecommunications Facilities shall not be used after the date that the Applicant receives written notice of the decision by the County until such time as the Facility is brought into compliance. Any decision requiring the cessation of use of the Facility or imposing a penalty shall be in writing and supported by substantial evidence contained in a written records and shall be promptly provided to the owner of the Facility.

Applicant Response: The applicant has provided all documentation to demonstrate its compliance with all applicable statutes, laws, local laws, resolutions, codes, rules and regulations to Staff and in response Staff released a Staff Report, dated October 10, 2017, recommending the following: "Staff proposes a motion and vote by the Planning and Zoning Commission to recommend approval of the requested amendment to the Conditional Use Permit CU01-010, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof."

3. Applicable Federal Law

In addition to the Natrona County Zoning Resolution, this application is governed by the federal Telecommunications Act of 1996, Pub. L. No 104-104, 110 Stat. 56 (codified as amended in scattered sections of U.S.C., Tabs 15, 18, 47) ("Telecom Act") which provides rights to wireless service providers and establishes limitations upon state and local zoning authorities with respect to applications for permits to construct wireless service facilities. Recognizing that wireless service can bring enormous benefits to communities and can boost jobs and economic productivity, this important law and subsequent regulations applicable to wireless facilities, were enacted to remove impediments to and promote the rapid deployment of wireless technology on a national basis.

The applicable limitations and directives include the following:

(a) State and local governments may not unreasonably discriminate among providers of functionally equivalent services (§332(c)(7)(B)(i)(I)).

(b) State and local governments may not regulate the placement, construction or modification of wireless service facilities in a manner that prohibits, or has the effect of prohibiting, the provision of personal wireless services (better known as the “effective prohibition clause”) (§332(c)(7)(B)(i)(II)).

(c) State and local governments must act on requests for authorization to construct or modify wireless service facilities within a reasonable period of time (§332(c)(7)(B)(ii)).

(d) Any decision by a state or local government to deny a request for construction or modification of personal wireless service facilities must be in writing and supported by substantial evidence contained in a written record (§332(c)(7)(B)(iii)).

(e) Finally, no state or local government or instrumentality thereof may regulate the placement, construction or modification of personal wireless service facilities on the basis of the perceived environmental effects of radio frequency emissions to the extent that such facilities comply with federal communications commission’s regulations concerning such emissions (§332(c)(7)(B)(iv)).

4. Increased Demand for Wireless Facilities

Robust and ubiquitous wireless service is not only perceived as a positive community amenity but is absolutely critical from a public safety standpoint. Consider the following:

- As of December 2016, a majority of homes had only wireless telephones—50.8% of homes did not have a landline but did have at least one wireless phone.¹
- Access to public safety services is improved by wireless technology as mobile communications are a critical tool for first responders in emergency situations.

Providing quality and choice for wireless service is a benefit to the community especially considering that over 50% of American households are eliminating landlines in favor of “wireless-only” home telephone service and rely on wireless service for their business, personal and emergency use.

5. Conclusion

SBA has provided all documentation necessary to support an approval of the recertification application. In light of all the materials, evidence and documentation submitted in support of this application, SBA respectfully requests approval of its application.

¹ Blumberg SJ, Luke JV. Wireless substitution: Early Release of estimates from the National Health Interview Survey, July – December 2016. National Center for Health Statistics. May 2017. Available from: <http://www.cdc.gov/nchs/nhis.htm>

CONSTRUCTION DRAWINGS (DROP & SWAP)
PROPOSED 150-FT MONOPOLE

PROJECT CONTACT DIRECTORY



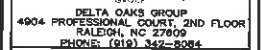
SITE NAME
MANOR HEIGHTS

SITE ADDRESS

PREPARED FOR:



PREPARED BY:

[illegible]

SITE NAME:
MANOR HEIGHTS

SITE ADDRESS:
3000 SE WYOMING BLVD.
CASPER, WY 82609

SITE ID:
WY21106-A

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

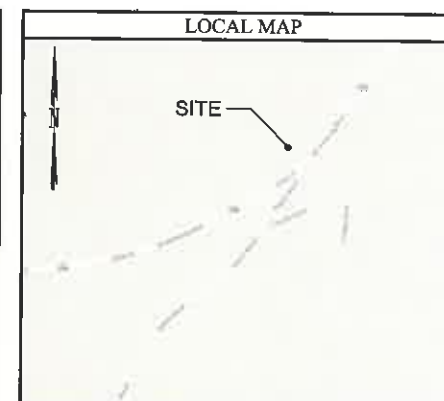
THE WORK AND MATERIALS SUPPLY OF DEVELOPING COUNTRIES IS BEING CONSIDERED IN THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES NOTHING IN THE PLANS IS TO BE CONSIDERED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

- ### GENERAL NOTES

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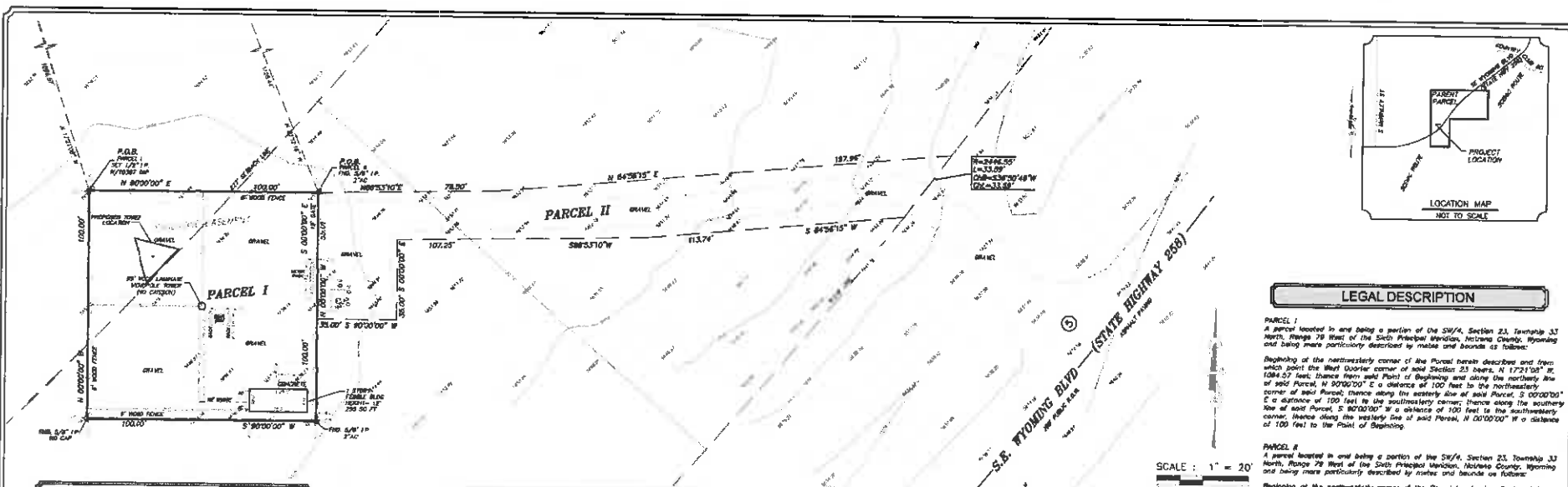
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LOCAL MAP



DIRECTIONS

FROM I-25 NORTHBOUND TO CITY OF CASPER:
EXIT TO WYOMING BOULEVARD AND HEAD SOUTH FOR APPROX. 3.8 MILES. SITE IS ON NORTHWEST (RIGHT-HAND SIDE) OF ROAD. TOWER
COMPOUND IS LOCATED AT 42° 48' 37.97" N, 106° 17' 47.75" W.



NOTES CORRESPONDING TO SCHEDULE B

- The Surveyor was not provided with a Current Title Commitment for the Subject Property. Schedule B items to be completed on receipt of Title.
- GENERAL EXCEPTIONS, NOT THE TYPE TO BE DETECTED HEREON.
 2. TERMS AND CONDITIONS OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, WHICH CONTAIN NO FURNISHING OF REVERSED CLAIMS, AS CONTAINED IN INSTRUMENT RECORDED JAN. 8, 1941, IN BOOK 102 OF DEEDS, PAGE 77, AFFECTS PARENT PARCEL ONLY; NOT THE TYPE TO BE DETECTED HEREON.
 3. TERMS AND CONDITIONS OF EASEMENT FOR COMMUNICATION LINES AND INCIDENTAL PURPOSES GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, RECORDED SEPTEMBER 21, 1940, IN BOOK 98 OF DEEDS, PAGE 86, DOES NOT AFFECT PARENT PARCEL, BUT EXCLUSIVE EASEMENT, NOT THE TYPE TO BE DETECTED HEREON.
 4. TERMS AND CONDITIONS OF EASEMENT 18 FEET IN WIDTH, FOR COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES GRANTED TO THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, RECORDED JANUARY 11, 1941, IN BOOK 175 OF DEEDS, PAGE 422, DOES NOT AFFECT PARENT PARCEL, BUT EXCLUSIVE EASEMENT, NOT THE TYPE TO BE DETECTED HEREON.
 5. TERMS AND CONDITIONS OF EASEMENT 200 FEET IN WIDTH, FOR A ROAD AND INCIDENTAL PURPOSES GRANTED TO THE STATE HIGHWAY COMMISSION OF WYOMING, RECORDED APRIL 23, 1941, IN BOOK 267 OF DEEDS, PAGE 100, AFFECTS PARENT PARCEL, BUT NOT HEREON.
 6. TERMS AND CONDITIONS OF EASEMENT FOR A PIPELINE AND INCIDENTAL PURPOSES GRANTED TO NORTHERN UTILITIES, INC., RECORDED APRIL 14, 1941, IN INSTRUMENT NO. 317342, AFFECTS PARENT PARCEL ONLY, BUT NOT HEREON.
 7. TERMS AND CONDITIONS OF EASEMENT FOR ACCESS, EGRESS AND UTILITY PURPOSES AND INCIDENTAL PURPOSES GRANTED TO PUBLIC UTILITIES, RECORDED APRIL 3, 1942, AS INSTRUMENT NO. 305134, AFFECTS PARENT PARCEL ONLY, BUT NOT HEREON.
 8. TERMS AND CONDITIONS OF EASEMENT 10 FEET IN WIDTH, FOR A ROAD AND UTILITY PURPOSES AND INCIDENTAL PURPOSES GRANTED TO COUNTY OF WYOMING, RECORDED DECEMBER 14, 1944, AS INSTRUMENT NO. 345846, AFFECTS PARENT PARCEL ONLY, BUT NOT HEREON.
 9. TERMS AND CONDITIONS OF EASEMENT 10 FEET IN WIDTH, FOR UTILITY PURPOSES AND INCIDENTAL PURPOSES GRANTED TO U.S. WEST COMMUNICATIONS, INC., RECORDED MARCH 24, 1994, AS INSTRUMENT NO. 445454, AFFECTS PARENT PARCEL ONLY, BUT NOT HEREON.
 10. TERMS AND CONDITIONS OF MEMORANDUM OF OPTION AND LAND LEASE, BY AND BETWEEN C.E. SHAWNEY, L.L.P., A COLORADO LIMITED LIABILITY COMPANY, AS LESSOR AND SBA PROPERTIES, INC., A FLORIDA CORPORATION, RECORDED MARCH 15, 2001, AS INSTRUMENT NO. 472524, AFFECTS PARENT PARCEL AND EXCLUSIVE EASEMENT, PROPERTY IS SUBJECT TO 2ND INSTRUMENT, NOT THE TYPE TO BE DETECTED HEREON.
 11. TERMS AND CONDITIONS OF MEMORANDUM OF LAND LEASE BY AND BETWEEN C.E. SHAWNEY, L.L.P., A LIMITED LIABILITY COMPANY, (LESSOR) AND SBA PROPERTIES, INC., A FLORIDA CORPORATION, (LESSEE), RECORDED SEPTEMBER 17, 2001, AS INSTRUMENT NO. 472524, AFFECTS PARENT PARCEL AND EXCLUSIVE EASEMENT, PROPERTY IS SUBJECT TO 2ND INSTRUMENT, NOT THE TYPE TO BE DETECTED HEREON.
 12. TERMS AND CONDITIONS OF MEMORANDUM OF LAND LEASE BY AND BETWEEN C.E. SHAWNEY, L.L.P., A LIMITED LIABILITY COMPANY, (LESSOR) AND SBA PROPERTIES, INC., A FLORIDA CORPORATION, (LESSEE), RECORDED SEPTEMBER 17, 2001, AS INSTRUMENT NO. 472524, AFFECTS PARENT PARCEL AND EXCLUSIVE EASEMENT, PROPERTY IS SUBJECT TO 2ND INSTRUMENT, NOT THE TYPE TO BE DETECTED HEREON.
 13. TERMS AND CONDITIONS OF RIGHT OF WAY EASEMENT GRANTED BY C.E. SHAWNEY, L.L.P., TO PACKAGING, INC., RECORDED APRIL 2, 2002, AS INSTRUMENT NO. 489547, AFFECTS PARENT PARCEL ONLY, BUT NOT HEREON.
 14. TERMS AND CONDITIONS OF EASEMENT AND ASSUMPTION OF OROUKO LEASE BY AND BETWEEN SBA PROPERTIES, INC., A FLORIDA CORPORATION (LESSOR) AND AMT COMMUNICATIONS CORP., A NEW YORK CORPORATION, RECORDED OCTOBER 14, 2003, AS INSTRUMENT NO. 489547, AFFECTS PARENT PARCEL AND EXCLUSIVE EASEMENT, PROPERTY IS SUBJECT TO 2ND INSTRUMENT, NOT THE TYPE TO BE DETECTED HEREON.
 15. TERMS AND CONDITIONS OF MEMORANDUM OF LAND LEASE SUPPLEMENT BY AND BETWEEN AMT COMMUNICATIONS CORP., A NEW YORK CORPORATION, (LESSOR) TO VERIZON WIRELESS (AMT) LLC (VERIZON WIRELESS), RECORDED JANUARY 14, 2004, AS INSTRUMENT NO. 489547, AFFECTS PARENT PARCEL AND EXCLUSIVE EASEMENT, PROPERTY IS SUBJECT TO 2ND INSTRUMENT, NOT THE TYPE TO BE DETECTED HEREON.
 16. 20' BOUNDARY EXCEPTED, NOT THE TYPE TO BE DETECTED HEREON.

STATEMENT OF ENCROACHMENTS

No visible evidence of encroachment was observed at time of survey.

ZONING INFORMATION

Source of Zoning Information: <http://www.northernstatesurveying.com>
 The Current Zoning Classification is: U-1A URBAN AGRICULTURAL DISTRICT

The proposed use is allowed and Legally Conforming.

Parking Space Table

Type	Count
Regular parking spaces	0
Handicap parking spaces	0
Total parking spaces	0

The current parking requirements:
 (Parker) None.
 Handicapped: Per ADA Requirements.

Min. Lot Size: 10 Acres

Building Setback Requirements:
 Front: 25 Feet adjacent to public roads.
 Side: 10 feet from all property lines.
 Rear: 10 feet from all property lines.

Max. Building Height Allowed: None

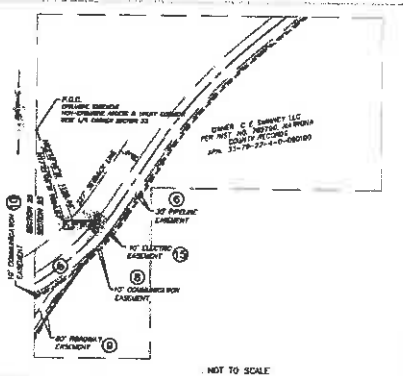
AREA TABLE	SQ. FEET	ACRES
PARENT PARCEL	10,434,400	240
EXCLUSIVE EASEMENT	10,000	0.230
ACCESS & UTILITY EMT	7,704	0.176

FLOOD NOTE:
 The subject property is not within the 100-year flood zone of the National Flood Insurance Program. The subject property is not within the Special Flood Hazard Zone (SFHA) of the National Flood Insurance Program. The subject property is not within the Flood Insurance Study (FIS) of the National Flood Insurance Program. The subject property is not within the Flood Insurance Study (FIS) of the National Flood Insurance Program.

GENERAL NOTES

- The subject property has interest in and is a part of S.E. Wyoming Blvd., (Highway 250), which is a paved, public right-of-way.
- All bearing shown hereon are based on Wyoming State Plane Coordinates, NAD 83, Zone 14N, Central Zone, NAD 83.
- The address was not physically observed, posted on site of subject property.
- All field measurements matched record dimensions while the previous requirements of ALL RIGHTS SPECIFICALLY UNLESS OTHERWISE STATED.
- There is no visible evidence of earth moving, current or proposed.
- There is no visible evidence on site of use as a dam or auxiliary hazard, currently or potentially.
- Surveyor is aware of the subject's street right of way lines, either established or proposed. Surveyor observed no evidence of recent street or driveway construction or repairs.
- The Easement area of the Subject property contains 10,000 SQ. FT. or 0.230 Acres, more or less.
- No Subsurface Investigation was performed.
- Survey does not represent a boundary survey of the Parent Parcel.
- Surveyor does not conflict with any other recorded easement, dedication or covenant running thru the parent parcel or adjacent lands which are existing for our future use or otherwise. Does include the above area or any other easement rights that we have under our ground files.

PARENT PARCEL EXHIBIT



UTILITY NOTES

The aboveground utilities shown have been located from field survey information only. The surveyor makes no guarantee that the utilities shown conform to actual utilities in the area, either in location or abandonment. The surveyor further certifies that they are located at accuracy as possible from the field information obtained.

UTILITY	LOCATION	DEPTH	REMARKS
1. WATER	10' DEEP	10' DEEP	10' DEEP
2. SEWER	10' DEEP	10' DEEP	10' DEEP
3. GAS	10' DEEP	10' DEEP	10' DEEP
4. ELECTRIC	10' DEEP	10' DEEP	10' DEEP
5. TELEPHONE	10' DEEP	10' DEEP	10' DEEP
6. CABLE	10' DEEP	10' DEEP	10' DEEP
7. FIBER OPTIC	10' DEEP	10' DEEP	10' DEEP
8. RAILROAD	10' DEEP	10' DEEP	10' DEEP
9. HIGHWAY	10' DEEP	10' DEEP	10' DEEP
10. AIRCRAFT	10' DEEP	10' DEEP	10' DEEP
11. OTHER	10' DEEP	10' DEEP	10' DEEP

LEGAL DESCRIPTION

PARCEL I:
 A parcel located in and being a portion of the SW/4, Section 23, Township 33 North, Range 78 West of the Sixth Principal Meridian, Lincoln County, Wyoming and being more particularly described by metes and bounds as follows:
 Beginning of the northerly corner of the Parcel herein described and from which point the West Quarter corner of said Section 23 bears, N 17°21'00" W, 1084.57 feet, thence from said Point of Beginning and along the northerly line of said Parcel, N 80°00'00" E a distance of 100 feet to the northerly corner of said Parcel, thence along the westerly line of said Parcel, S 00°00'00" E a distance of 100 feet to the southeasterly corner, thence along the southerly line of said Parcel, S 80°00'00" W a distance of 100 feet to the southeasterly corner, thence along the westerly line of said Parcel, N 00°00'00" W a distance of 100 feet to the Point of Beginning.

PARCEL II:
 A parcel located in and being a portion of the SW/4, Section 23, Township 33 North, Range 78 West of the Sixth Principal Meridian, Lincoln County, Wyoming and being more particularly described by metes and bounds as follows:
 Beginning of the northerly corner of the Parcel herein described and from which point the West Quarter corner of said Section 23 bears, N 32°12'18" W, 1128.44 feet, thence from said Point of Beginning and along the northerly line of said Parcel, N 80°30'10" E a distance of 78.50 feet, thence N 80°30'10" E a distance of 132.98 to a point on the westerly right-of-way of Wyoming State Highway No. 250, thence along the westerly line of said Parcel and the westerly right-of-way line of said State Highway No. 250 and along a curve, to the right, 33.58 feet for an arc distance of 33.58 feet, thence along said right of way line, S 84°58'15" W a distance of 113.74 feet, thence S 80°30'10" W a distance of 107.25 feet, thence S 00°00'00" E a distance of 35.00 feet to a point, thence S 80°00'00" W a distance of 35.00 feet to a point on the west boundary line of an Exclusive Easement Parcel for cell tower, thence along said east line, thence along the west line of the Exclusive Easement Parcel, N 00°00'00" W a distance of 35.01 feet to the Point of Beginning.

AS-BUILT SURVEY

Site: WY21106-A Manor Heights
 3000 S.E. Wyoming Blvd., Casper, WY

Surveyor's Certification
 I, LARRY W. FARLEY, do hereby certify that I am a Licensed Professional Land Surveyor and that this map, based on a survey made under my supervision on the 13th day of July, 2017, and that all topographic features as shown herein are true and correct as they exist on the ground.

This survey conforms to the regulations for Land Boundary Surveys, as adopted by the Wyoming State Board of Licensed Professional Engineers and Professional Land Surveyors.
 All distances shown hereon fall within the positional tolerances as defined by the Wyoming State Minimum Standards, unless noted otherwise.

Date of plot or map: 9/12/2017

Larry W. Farley, PLS
 Registration No.: 12087
 in the State of Wyoming



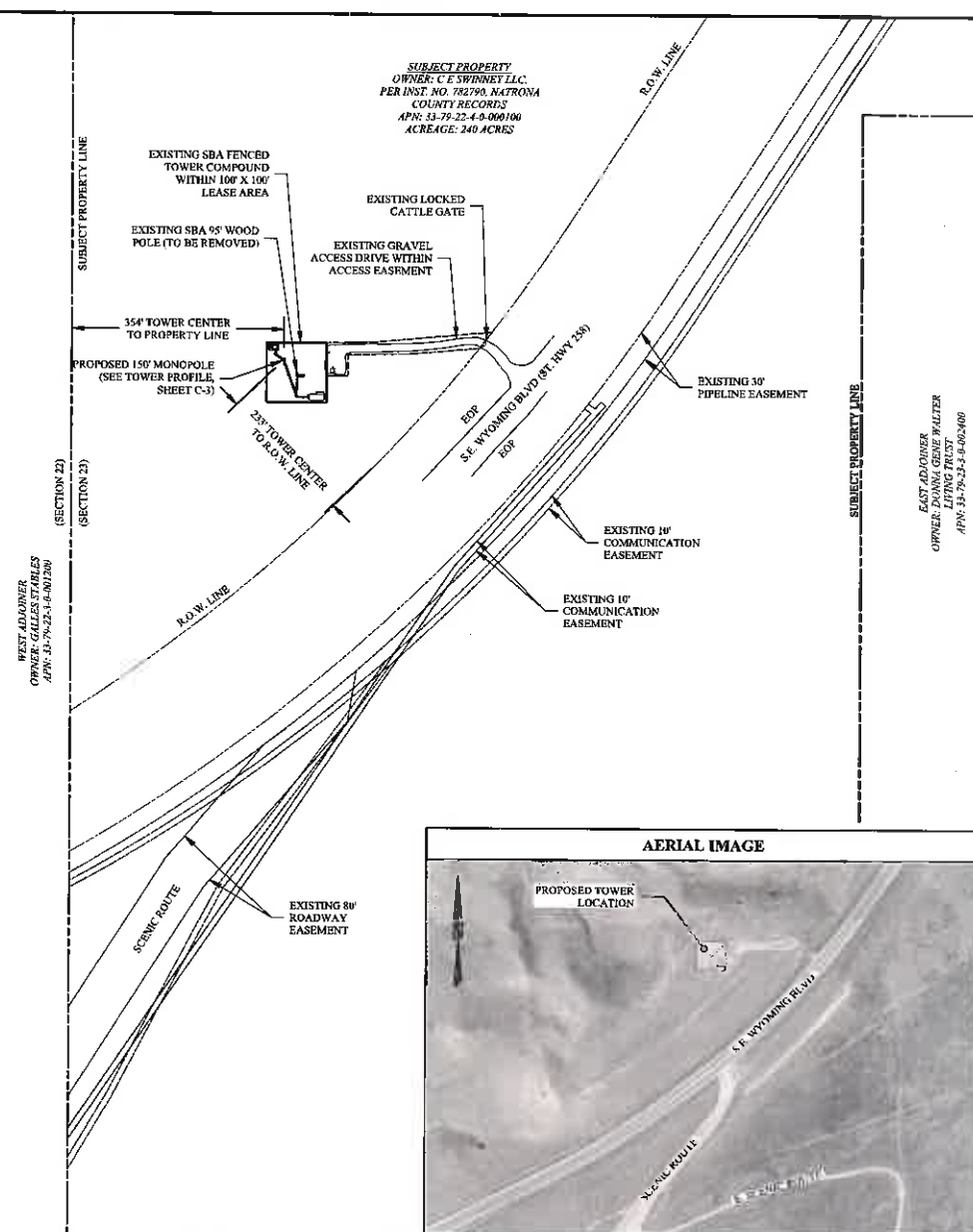
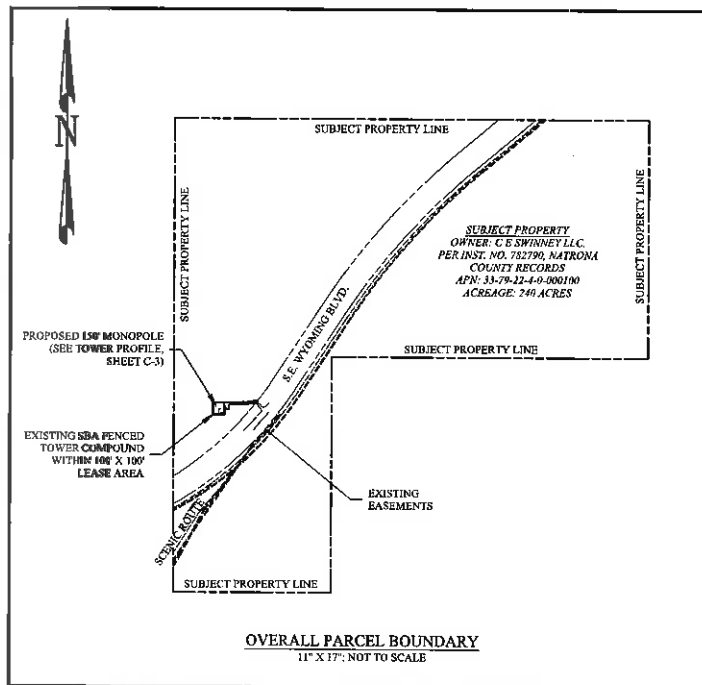
RED PLAINS SURVEYING COMPANY
 Red Plains Surveying Company
 1401 W. 1st Avenue, Suite 200, Casper, WY 82401
 Phone: (307) 233-1111 Fax: (307) 233-1112
 Email: info@redplainsurveying.com

DELTA CAGE GROUP

Site: DOG-CASPER
 3000 S.E. Wyoming Blvd
 Casper, WY

SCALE: 1" = 20'
 CORNER: 17°21'00" W, 1084.57' N
 UTM: 17-21-00 W, 1084.57 N
 GRID: 17-21-00 W, 1084.57 N

SHEET 1 OF 1



NOTES
1. SEE GENERAL NOTES ON SHEET GN-1

LEGEND	
---	EXISTING CONTOUR (MINOR)
---	EXISTING CONTOUR (MAJOR)
---	PROPOSED CONTOUR (MINOR)
---	PROPOSED CONTOUR (MAJOR)
---	PROPERTY LINE/ROW
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	PROPOSED LEASE AREA
---	WATERBODY
-x-x-x-	EXISTING FENCE
-x-x-x-	PROPOSED FENCE
---	ROADWAY CENTERLINE
---	EXISTING EDGE OF PAVEMENT
---	PROPOSED EDGE OF PAVEMENT
OH---	OVERHEAD UTILITY

PREPARED FOR:

SBA

SBA COMMUNICATIONS CORPORATION
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

PREPARED BY:

DELTA OAKS

DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8084

Professional Engineer

14561

JOSEPH V. BORRELLI JR., P.E.

WYOMING

9/23/08

JOSEPH V. BORRELLI JR., P.E.
WYOMING LICENSE NO. 14561

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY

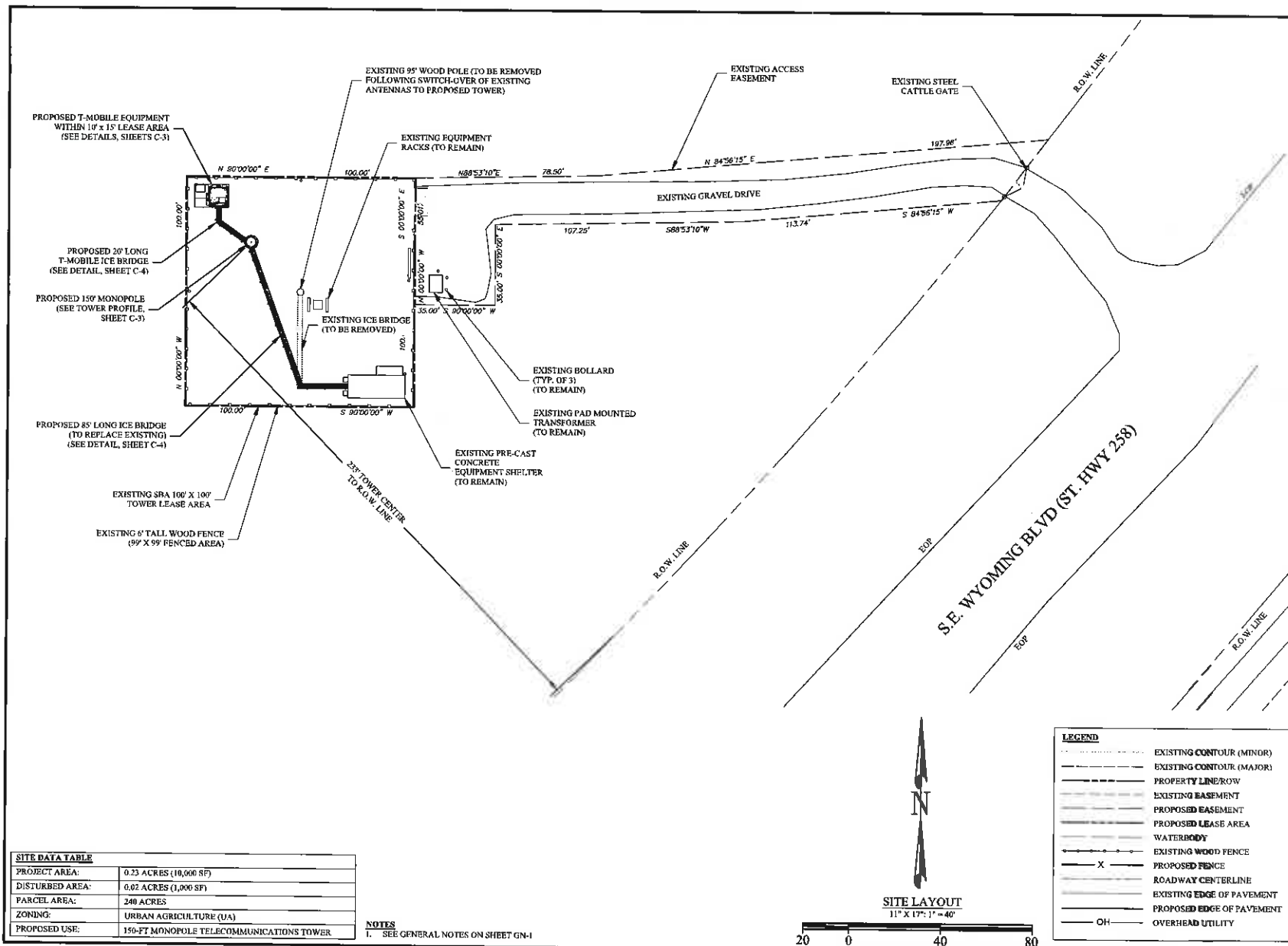
SITE NAME:
MANOR HEIGHTS

SITE ADDRESS:
3000 SE WYOMING BLVD.
CASPER, WY 82609

SITE ID:
WY21106-A

SHEET TITLE
OVERALL SITE LAYOUT

SHEET NUMBER
C-1



PREPARED FOR:

SBA

SBA COMMUNICATIONS CORPORATION
8001 CONGRESS AVENUE
BOCA RATON, FL 33487

PREPARED BY:

DELTA OAKS

DELTA OAKS GROUP
4004 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 542-8084

Professional Engineer
JOSEPH V. BORRELLI, JR.
14301
Date
WYOMING
10/10

JOSEPH V. BORRELLI, JR., P.E.
WYOMING LICENSE NO. 14561

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
10/10/10	10/10/10	1	10/10/10
10/10/10	10/10/10	1	10/10/10
10/10/10	10/10/10	1	10/10/10
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10/10/10	10/10/10	1	10/10/10
10/10/10	10/10/10	1	10/10/10
10/10/10	10/10/10	1	10/10/10

THESE DOCUMENTS ARE NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF THE DELTA OAKS GROUP, INC.

SITE NAME:
MANOR HEIGHTS

SITE ADDRESS:
3000 SE WYOMING BLVD.,
CASPER, WY 82609

SITE ID:
WY21106-A

SHEET TITLE
SITE LAYOUT

SHEET NUMBER
C-2

TOWER PROFILE
NTS

155' +/- (TOTAL HEIGHT)
150' +/- (TOP OF TOWER)

10' MIN
SEPARATION BETWEEN RAD CENTERS (TYP)

FUTURE LESSEE ANTENNAS AND MOUNTING FRAMES LOCATED PER SBA DIRECTION (TYP) (BY OTHERS)

PROPOSED 5' TALL LIGHTNING ROD (BY OTHERS)

RAD Q = 145' PROPOSED T-MOBILE ANTENNAS AND MOUNTING FRAME (BY OTHERS)

RAD Q = 93' EXISTING ANTENNAS RELOCATED FROM EXISTING TOWER (BY OTHERS)

RAD Q = 68' EXISTING ANTENNAS RELOCATED FROM EXISTING TOWER (BY OTHERS)

PROPOSED MONOPOLE (BY OTHERS)

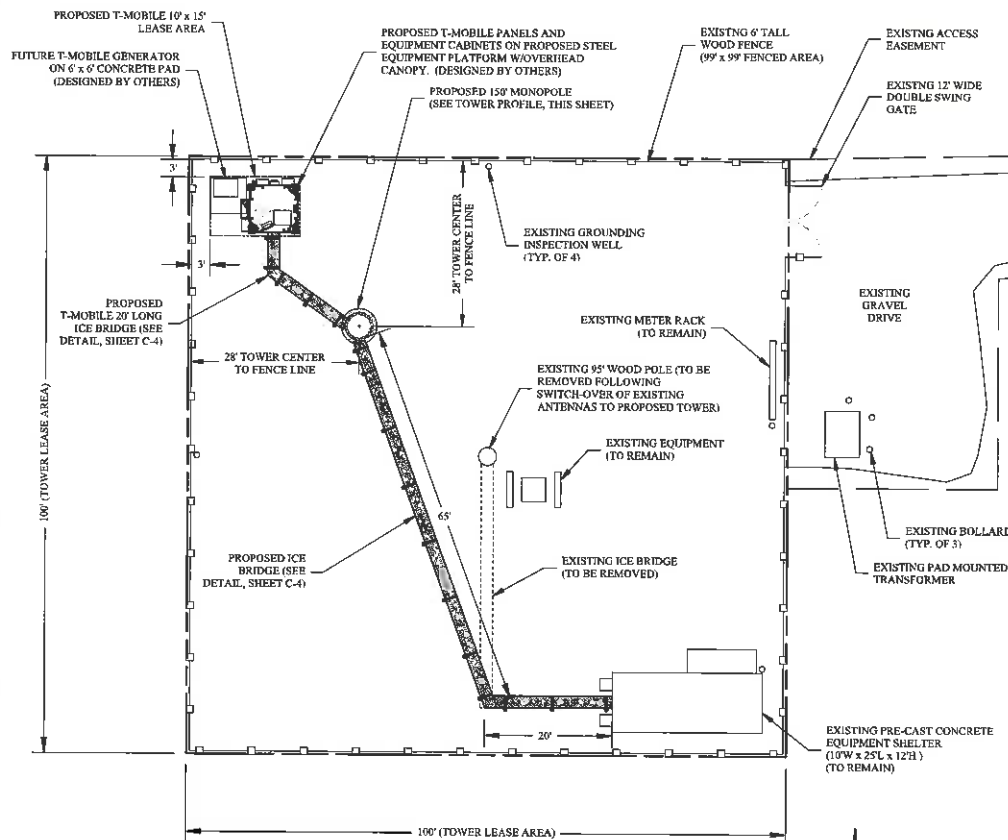
ROUTE PROPOSED CABLES UP TOWER TO ANTENNAS (TYP) PER STRUCTURAL DESIGN (BY OTHERS)

EXISTING 6' TALL WOOD FENCE (TYP.)

0' (REFERENCE) T/BASE PLATE

CONNECT CABLES TO EQUIPMENT PER TENANT REQUIREMENTS

FOUNDATION DESIGN (BY OTHERS)



COMPOUND LAYOUT
11" X 17": 1"=20'



PREPARED BY:


$$\begin{aligned} & \frac{1}{2} \left(\frac{1}{2} \right)^n \left(\frac{1}{2} \right)^n \\ & \frac{1}{2} \left(\frac{1}{2} \right)^n \left(\frac{1}{2} \right)^n \\ & \frac{1}{2} \left(\frac{1}{2} \right)^n \left(\frac{1}{2} \right)^n \end{aligned}$$
[illegible]

THE FOLLOWING INFORMATION IS FOR THE USE OF THE
PERSONS WHO ARE INTERESTED IN THE
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SITE ADDRESS:

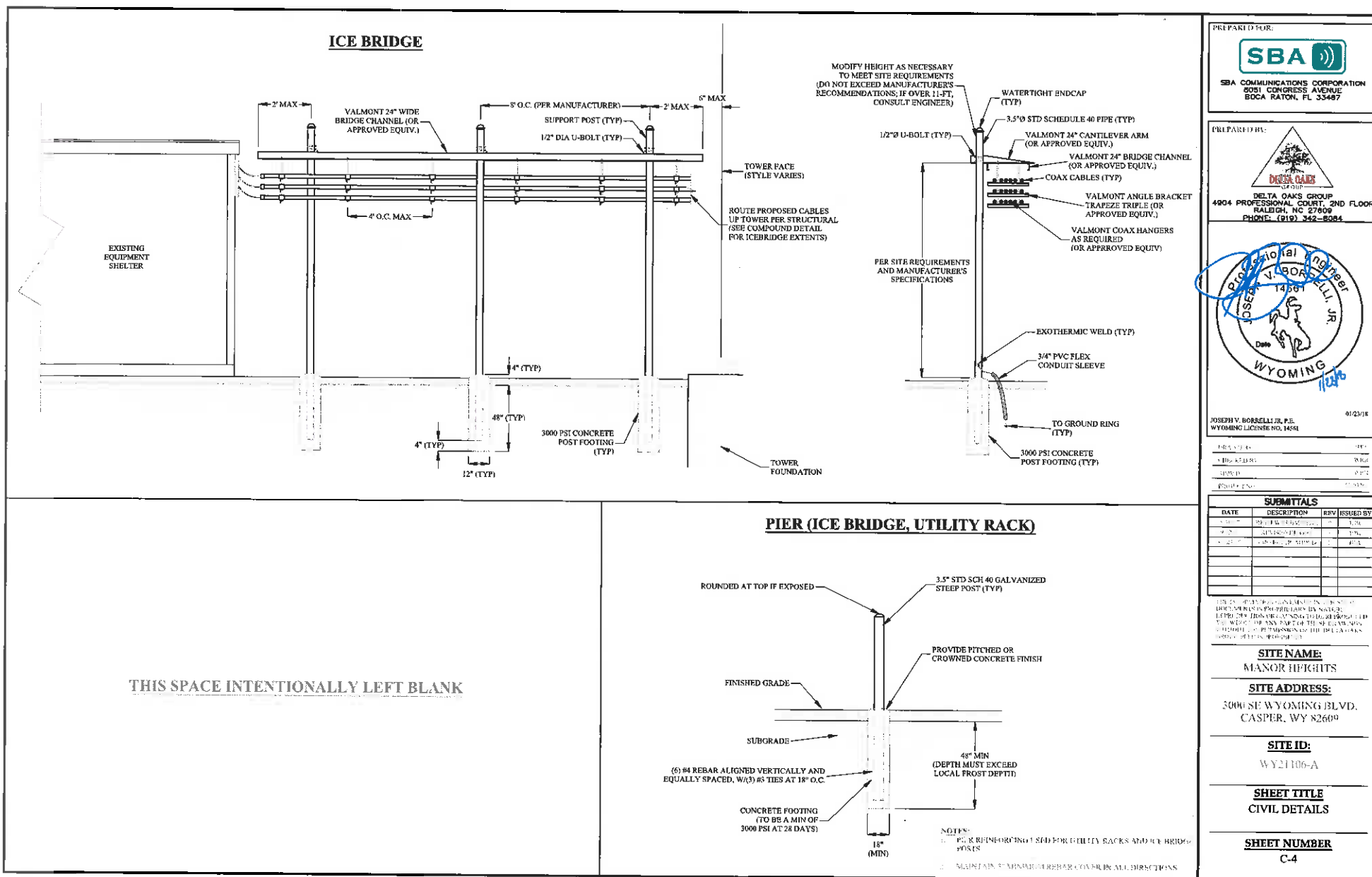
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W-921106-A

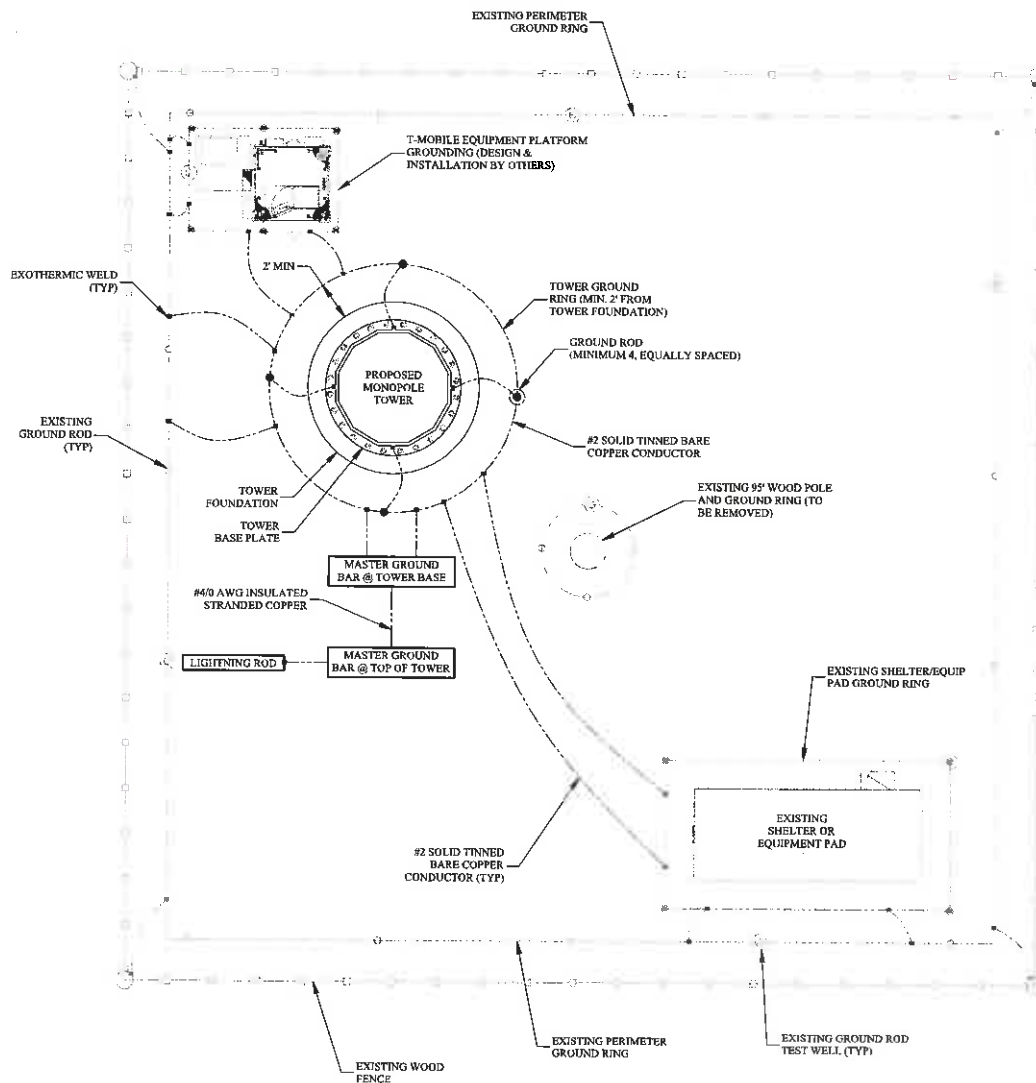
SHEET TITLE
TOWER PROFILE AND
COMPOUND LAYOUT

SHEET NUMBER

C-3



GROUNDING SINGLE LINE DIAGRAM



NOTES:

1. ALL GROUNDING SYSTEMS/DETAILS/DIAGRAMS ARE INTENDED TO REPRESENT TYPICAL INSTALLATION SCENARIOS. VARYING SITE CONDITIONS MAY REQUIRE MODIFICATION OF THE DETAILS PRESENTED HEREIN. ALL GROUNDING SYSTEM GUIDELINES AND COMPONENTS MUST ADHERE TO THE SPECIFICATIONS SET FORTH IN THE LATEST VERSION OF THE 60TH OR THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-2005 CODE, WHEREVER IS MORE STRINGENT.
2. THE GROUNDING SYSTEM MUST ACHIEVE A RESISTANCE OF 5 OHMS OR LESS.
3. ALL GROUND RINGS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 2 FEET BELOW GRADE OR 6 INCHES BELOW THE FROST LINE, WHICHEVER IS GREATER.
4. ALL GROUND RODS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 6 FEET BELOW THE GROUND LINE.
5. TOWER GROUND RING SHALL BE BONDED TO SHELTER EQUIP PAD GROUND RING AND PERIMETER GROUND RING IN 2 LOCATIONS. SHELTER EQUIPMENT PAD GROUND RING SHALL BE BONDED TO THE PERIMETER GROUND RING IN 2 LOCATIONS.
6. ALL SHELTER EQUIPMENT PAD, AND TOWER FOUNDATIONS SHALL HAVE REBAR SITUATIONALLY CONNECTED TO THEIR ASSOCIATED GROUND RING (TOWER SHELTER EQUIP PAD PER SITE SPEC). ALL FOUNDATION GROUNDING CONNECTIONS SHALL HAVE A MINIMUM LENGTH OF 30" CONCRETE AND SHALL BE MADE TO A MINIMUM LENGTH OF 48" REBAR (2" IS PERMITTED).
7. IF REQUIRED, GROUND ALL CORNER FENCE POSTS, GATE POSTS, AND GATE FRAME TO THE GROUNDING RING VIA EXOTHERMIC WELD. GROUND ANY GATE POST WITHIN 5' OF A SHELTER EQUIPMENT PAD OR 15' OF THE TOWER TO THE GROUND RING VIA EXOTHERMIC WELD.
8. FOR TOWERS NOT EXCEEDING 4 FT IN BASE WIDTH, A MINIMUM OF 4 GROUND RODS SHOULD BE INSTALLED IN THE TOWER GROUND RING, SPACED OPPOSITE EACH OTHER.
9. FOR SHELTER TOWERS EXCEEDING 4 FT IN BASE WIDTH, A MINIMUM OF ONE GROUND ROD PER TOWER LEG SHOULD BE INSTALLED IN THE TOWER GROUND RING.
10. GROUND ALL EXPOSED METALLIC OBJECTS ON THE BUILDING SHELTER EXTERIOR.
11. ALL CONDUITS CROSSING THE GROUND RING CONDUCTOR SHALL BE BONDED TO THE GROUND CONDUCTOR USING A PRETAMP, DO NOT EXOTHERMICALLY WELD TO CONDUIT.
12. GROUNDING CONDUCTORS SHALL NOT HAVE A RADIUS LESS THAN 5" OR AN ANGLE OF BEND LESS THAN 90 DEGREES.
13. ALL BONDING CONNECTIONS SHALL BE MADE VIA EXOTHERMIC WELDING OR LISTED BRASS BOLT COMPRESSION OR MECHANICAL CONNECTIONS. ALL BELOW GRADE CONNECTIONS SHOULD BE MADE VIA EXOTHERMIC WELD.
14. ALL ABOVE GRADE CONNECTIONS EXTENDING BEYOND THE GROUND SURFACE SHOULD BE PROTECTED IN 1/2" THICK CONDUIT THAT EXTENDS A MINIMUM 10' BELOW GRADE. ALL OPEN CONDUIT OPENINGS SHALL BE WELDED/PROTECTED.
15. UNLESS OTHERWISE NOTED, ALL EXTERIOR GROUNDING CONDUCTORS, INCLUDING GROUND RINGS, SHALL BE 2 AWG SOLID BARE TINNED COPPER. CONFIGURE ALL GROUNDING CONNECTIONS AS SHORT AND STRAIGHT AS POSSIBLE. GROUNDING CONDUCTORS SHALL BE ROUTED DOWNWARD TOWARD THE BORED GROUND RING.
16. ALL GROUND MECHANICAL AND COMPRESSION CONNECTIONS SHALL BE COATED WITH AN ANTI-CORROSION AGENT.
17. PROVIDE LOCK WASHERS FOR ALL MECHANICAL CONNECTIONS FOR GROUND CONDUCTORS. USE STAINLESS STEEL HARDWARE THROUGHOUT.
18. ALL JUNG CONNECTIONS SHALL BE 2 HOLE LONG BARREL COMPRESSION TYPE OF APPROVED QUALITY.
19. REMOVAL ALL PAINT AND CLEAN ALL DIRT FROM SURFACES REQUIRING GROUND CONNECTIONS. SURFACES SHOULD BE REPAINTED TO MATCH AFTER CONNECTION IS MADE TO MAINTAIN CORROSION RESISTANCE.
20. REPAIR ALL GALVANIZED SURFACES THAT HAVE BEEN DAMAGED BY EXOTHERMIC WELDING. USE SPRAY GALVANIZER.
21. WHERE MECHANICAL CONNECTIONS ARE USED, APPLY A LIBERAL PROTECTIVE COATING OF AN ANTI-CORROSION COMPOUND ON ALL CONNECTIONS.
22. THE TOWER BASE GROUND REBAR SHALL BE INSTALLED BELOW THE TRANSMISSION LINE GROUND RINGS NEAR THE AREA OF THE TOWER WHERE THE ANTENNA TRANSMISSION LINES TRANSFER FROM THE TOWER TO THE EQUIPMENT PAD BRIDGE.
23. CONTRACTOR SHALL NOTIFY THE CONSULTING ENGINEER WHEN THE GROUND RING IS INSTALLED SO THAT IT CAN BE INSPECTED PRIOR TO BACKFILL.

PREPARED FOR:

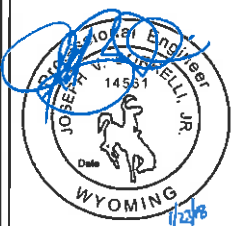


SBA COMMUNICATIONS CORPORATION
6001 CONGRESS AVENUE
BOCA RATON, FL 33487

PREPARED BY:



DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8084



JOSEPH V. BORRELLI, JR., P.E.
WYOMING LICENSE NO. 14561

DATE	BY
1/2/20	JVB
1/2/20	JVB
1/2/20	JVB
1/2/20	JVB

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
1/2/20	2500 R. GARDEN	1	JVB
1/2/20	2500 R. GARDEN	2	JVB
1/2/20	2500 R. GARDEN	3	JVB
1/2/20	2500 R. GARDEN	4	JVB
1/2/20	2500 R. GARDEN	5	JVB
1/2/20	2500 R. GARDEN	6	JVB
1/2/20	2500 R. GARDEN	7	JVB
1/2/20	2500 R. GARDEN	8	JVB
1/2/20	2500 R. GARDEN	9	JVB
1/2/20	2500 R. GARDEN	10	JVB

THESE SUBMITTALS ARE FOR INFORMATION ONLY. THEY DO NOT CONSTITUTE A PART OF THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

SITE NAME:
MANOR HEIGHTS

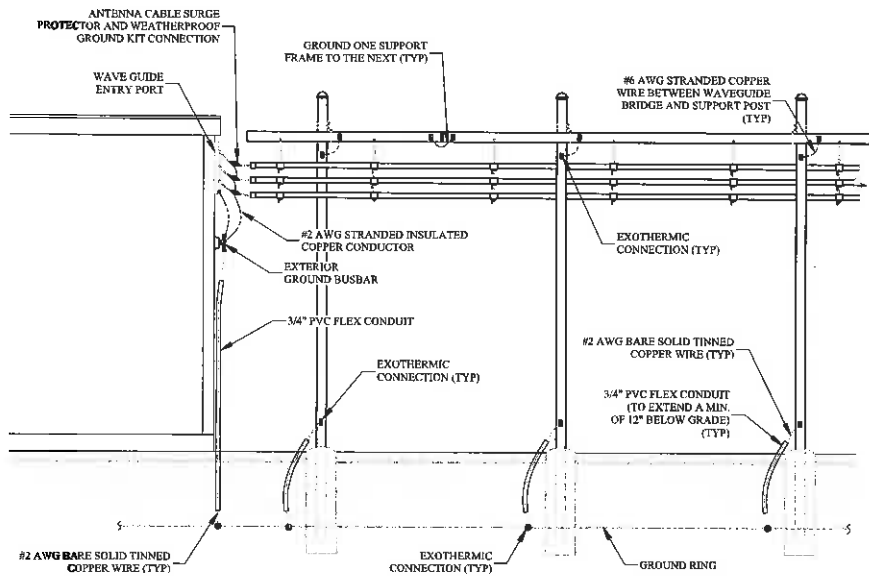
SITE ADDRESS:
3000 SE WYOMING BLVD.
CASPER, WY 82609

SITE ID:
WY21106-A

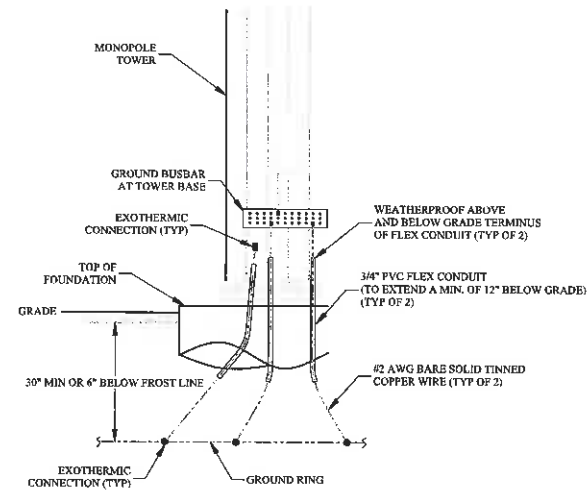
SHEET TITLE:
GROUNDING DETAILS

SHEET NUMBER:
G-2

ICE BRIDGE GROUNDING



GROUNDING AT TOWER BASE



PREPARED BY:



SBA COMMUNICATIONS CORPORATION
8051 CONGRESS AVENUE
BOCA RATON, FL 33487

PREPARED BY:



DELTA OAKS GROUP
4904 PROFESSIONAL COURT, 2ND FLOOR
RALEIGH, NC 27609
PHONE: (919) 342-8084



JOSEPH V. BORRELLI, JR., P.E.
WYOMING LICENSE NO. 14561

DATE: 01/23/18
PROJECT: 14561
SHEET: 816
REVISION: 1

SUBMITTALS			
DATE	DESCRIPTION	REV	ISSUED BY
01/23/18	ISSUED FOR PERMIT	1	JVB
01/23/18	ISSUED FOR PERMIT	2	JVB
01/23/18	ISSUED FOR PERMIT	3	JVB
01/23/18	ISSUED FOR PERMIT	4	JVB
01/23/18	ISSUED FOR PERMIT	5	JVB
01/23/18	ISSUED FOR PERMIT	6	JVB
01/23/18	ISSUED FOR PERMIT	7	JVB
01/23/18	ISSUED FOR PERMIT	8	JVB
01/23/18	ISSUED FOR PERMIT	9	JVB
01/23/18	ISSUED FOR PERMIT	10	JVB

THE ENGINEER'S SEAL AND SIGNATURE ARE REQUIRED ON ALL PERMITS AND SUBMITTALS. THE ENGINEER'S SEAL AND SIGNATURE ARE REQUIRED ON ALL PERMITS AND SUBMITTALS. THE ENGINEER'S SEAL AND SIGNATURE ARE REQUIRED ON ALL PERMITS AND SUBMITTALS.

SITE NAME:
MANOR HEIGHTS

SITE ADDRESS:
3000 SE WYOMING BLVD.
CASPER, WY 82609


SITE ID:
WY21106-A

SHEET TITLE:
GROUNDING DETAILS

SHEET NUMBER:
G-3


GENERAL NOTES	GENERAL NOTES (CONT.)	GRADING (CONT.)	SBA CONSTRUCTION REQUIREMENTS	
<p>1. THE SCOPE OF WORK DEPICTED IN THIS PLANSET MUST BE COMPLETED UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE SUBSTANTIAL EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR IS CONFIRMING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY TO COMPLETE THE WORK, THAT HE IS KNOWLEDGEABLE OF THE SCOPE OF WORK TO BE PERFORMED AND THAT HE IS LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.</p> <p>2. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST VERSION OF THE LOCAL AND NATIONAL BUILDING CODE, WHICHEVER IS MORE STRINGENT.</p> <p>3. SHOP DRAWINGS AND/OR MANUFACTURER'S SPECIFICATIONS AND INSTALLATION INSTRUCTIONS REGARDING ANY HARDWARE, INFRASTRUCTURE, OR MATERIALS SPECIFIED HEREIN SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING INFORMATION CONTAINED HEREIN.</p> <p>4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS NOT PROVIDED BY OWNER. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH PERMITS AS ISSUED AND ANY AND ALL APPLICABLE STATE, COUNTY, AND LOCAL CODES.</p> <p>5. THE CONTRACTOR SHALL VERIFY ALL EXISTING TOPOGRAPHY, DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS ARE AS INDICATED ON THESE DRAWINGS. ADDITIONALLY, THE CONTRACTOR SHALL ESTABLISH THE LOCATION OF UNDERGROUND AND OVERHEAD UTILITIES AND SERVICES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND OWNER'S ENGINEER FOR RESOLUTION AND/OR MODIFICATION PRIOR TO COMMENCEMENT OF THE WORK.</p> <p>6. EXISTING IMPROVEMENTS DAMAGED OR DESTROYED AS A RESULT OF CONSTRUCTION OPERATIONS SHALL BE REPLACED OR RESTORED TO THEIR ORIGINAL CONDITION OR BETTER, AND TO THE SATISFACTION OF THE OWNER OF THE IMPROVEMENTS.</p> <p>7. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL INSPECTIONS, CERTIFICATIONS, AND/OR ANY OTHER REQUIREMENTS WHICH MUST BE MET TO FULFILL THE SCOPE OF WORK AS REPRESENTED IN THIS PLAN SET, OBTAIN A CERTIFICATE OF OCCUPANCY, OR OTHERWISE ALLOW FOR THE FULL INTENDED USE OF THE PROPOSED FACILITY.</p> <p>8. THESE PLANS/DRAWINGS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR ENGINEER SHALL NOT INCLUDE INSPECTION OF THE CONSTRUCTION PROCEDURES AND DOES NOT ALLEVIATE CONTRACTOR FROM THE FOREGOING. ENGINEER AND/OR OWNER DISCLAIM ANY ROLE IN THE CONSTRUCTION MEANS AND/OR METHODS ASSOCIATED WITH THE PROJECT AS SET FORTH IN THESE PLANS.</p> <p>9. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE AND IMPLEMENT BOTH THE ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE SAFETY OF THE STRUCTURE, ALL SURROUNDING INFRASTRUCTURE, WORKSPACE, EMPLOYEES, AND PUBLIC DURING ERECTION AND/OR MODIFICATIONS. THIS INCLUDES BUT IS NOT LIMITED TO TEMPORARY BRACING, GUYS, THE DOWNS, OR OTHER SUPPORTS THAT MAY BE NECESSARY DURING CONSTRUCTION.</p> <p>10. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTION MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION.</p> <p>11. IF DEVIATIONS FROM THE DRAWINGS OR SPECIFICATIONS ARE DEEMED NECESSARY BY THE CONTRACTOR, DETAILS OF SUCH DEVIATION AND REASONS THEREOF SHALL BE SUBMITTED TO THE OWNER AND ENGINEER FOR REVIEW. NO DEVIATIONS FROM THE CONTRACT DOCUMENTS SHALL BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE OWNER AND/OR ENGINEER.</p> <p>12. THE CONTRACTOR MUST, AT ALL TIMES, KEEP THE PREMISES FREE FROM ACCUMULATIONS OF WASTE MATERIALS OR RUBBISH CAUSED BY HIM, HIS EMPLOYEES, OR HIS WORK. ALL DEBRIS SHALL BE REMOVED FROM THE PROJECT SITE ON A DAILY BASIS.</p> <p>13. CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS (INCLUDING THE GENERAL PUBLIC) AND PROPERTY (INCLUDING ADJOINING PROPERTIES). THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD THE OWNER AND DESIGN PROFESSIONAL HARMLESS OF ANY AND ALL LIABILITY REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF THE WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR DESIGN PROFESSIONAL.</p>	<p>13. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK ASSOCIATED WITH THIS PROJECT COMPLIES WITH ALL APPLICABLE LOCAL, STATE AND FEDERAL SAFETY CODES AND OTHER REGULATIONS GOVERNING THE WORK.</p> <p>14. ACCESS TO THE PROPOSED SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER OR THE OWNER'S REPRESENTATIVE REGARDING ALL CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIAL ACCESS.</p>	<p>5. THE CONTRACTOR SHALL REWORK ALL MATERIALS NOT SUITABLE FOR USE IN THEIR PRESENT STATE DUE TO MOISTURE CONTENT VARIATION. IF THE MATERIAL REMAINS UNSUITABLE AFTER INITIAL REWORKING, THE CONTRACTOR SHALL REMOVE AND REPLACE WITH NEW MATERIAL IN ACCORDANCE WITH THE GEOTECHNICAL REPORT RECOMMENDATIONS.</p> <p>6. IN THE ABSENCE OF A GEOTECHNICAL REPORT A GEOTECHNICAL ENGINEER SHOULD BE RETAINED TO PROVIDE SITE SPECIFIC RECOMMENDATIONS/OVERSIGHT.</p> <p>7. DELTA OAKS GROUP MAKES NO CLAIMS TO THE SUITABILITY OF ANY ON-SITE MATERIALS FOR USE AS FILL TO SUPPORT ANY PROPOSED INFRASTRUCTURE.</p> <p>8. ALL TEMPORARY AND FINISHED GRADES MUST MAINTAIN ADEQUATE SURFACE DRAINAGE SO THAT RUN-OFF IS DIRECTED TO DEDICATED OFF-SITE AREAS OR TO ON-SITE COLLECTION POINTS SUCH AS SWALES, CATCH BASINS, DROP INLETS, CULVERTS, STORMWATER BMPs, ETC. TO PREVENT SURFACE PONDING, STANDING WATER, OR EXTENDED PERIODS OF SOIL SATURATION.</p>	<p>1. AWARDED CONTRACTOR WILL BE REQUIRED TO SIGN AND RETURN A COPY OF AN AWARD LETTER FOR SBA'S FILE.</p> <p>2. CONTRACTOR WILL BE REQUIRED TO PROVIDE PROOF OF LICENSE TO PERFORM WORK IN JURISDICTION AT TIME OF BID AWARD.</p> <p>3. CONTRACTOR WILL PROVIDE A CONSTRUCTION SCHEDULE PRIOR TO CONSTRUCTION STARTING AND WILL PROVIDE UPDATE/CHANGES (WITH EXPLANATIONS) TO THAT SCHEDULE WHEN/IF ITEMS ARE DELAYED OR PUSHED OUT.</p> <p>4. CONTRACTOR WILL BE RESPONSIBLE FOR ALL CONCRETE COMPRESSIVE TESTING AND REQUIRED TO SUBMIT FINAL TEST RESULTS WITH CLOSE OUT BOOK.</p> <p>5. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SBA PROJECT MANAGERS WITH PHOTOS OF THE MAJOR CONSTRUCTION MILESTONES AS THEY OCCUR.</p> <p>6. CONTRACTOR WILL BE RESPONSIBLE TO ASSIST IN COORDINATING AND OBTAINING PRIMARY POWER TO THE SITE PRIOR TO TOWER ERECTION, AS WELL AS TELCO SERVICE BEFORE PROJECT COMPLETION. (ON SITE VISITS WITH UTILITY COMPANY REPRESENTATIVES AS NECESSARY, ETC.)</p> <p>7. CONTRACTOR WILL HAVE A REPRESENTATIVE ON A WEEKLY CONFERENCE CALL TO PROVIDE SBA WITH SITE SPECIFIC UPDATES. CURRENTLY, THIS CONFERENCE CALL IS HELD EACH AND EVERY THURSDAY AT 4PM (EASTERN TIME).</p> <p>8. CONTRACTOR SHOULD BE PREPARED FOR RANDOM SBA SAFETY INSPECTIONS AT ALL TIMES.</p> <p>9. CONTRACTOR IS EXPECTED TO MAINTAIN PROPER WORKING CONDITIONS AND PROCEDURES PER OSHA STANDARDS AT ALL TIMES.</p> <p>10. CONTRACTOR WILL BE REQUIRED TO OBTAIN THE NECESSARY ELECTRICAL PERMITS AND INSPECTIONS AS REQUIRED BY JURISDICTION.</p> <p>11. CONTRACTOR IS EXPECTED TO CLOSE-OUT THE JOB SITE AS QUICKLY AS POSSIBLE (OBTAINING A CERTIFICATE OF OCCUPANCY AND GETTING SBA'S REGIONAL SITE MANAGER'S SIGN-OFF/CHECKLIST APPROVAL ON THE SITE).</p> <p>12. CONTRACTOR WILL PROVIDE A COMPLETED TOWER HEIGHT VERIFICATION FORM AND TAPE DROP WITHIN 24 HOURS OF REACHING OVERALL HEIGHT.</p> <p>13. CONTRACTOR WILL UTILIZE ALL OF THE SBA PROVIDED DOCUMENTATION INCLUDING BUT NOT LIMITED TO: TOWER CONSTRUCTION ACCEPTANCE CHECKLIST, CONSTRUCTION SCHEDULE, CONSTRUCTION CLOSE-OUT LIST & TOWER HEIGHT HEIGHT VERIFICATION.</p> <p>14. CONTRACTOR IS RESPONSIBLE FOR GROUND MEG TESTING.</p> <p>15. CONTRACTOR IS RESPONSIBLE FOR ALL GRADING AND FILL COMPACTION TESTING REQUIRED AS SET FORTH IN THE GEO TECHNOLOGICAL REPORT PROVIDED BY OWNER.</p>	
	<p>EXISTING INFRASTRUCTURE</p> <p>1. EXISTING TOPOGRAPHIC, UTILITY, PLANIMETRIC, AND BOUNDARY INFORMATION IS TAKEN FROM A DRAWING ENTITLED "WY21106-A MANOR HEIGHTS SITE SURVEY" AND DATED AUGUST 12, 2017 BY RED PLAINS SURVEYING COMPANY, 1917 S. HARVARD AVE. OKLAHOMA CITY, OK 73126; (405) 463-7842.</p> <p>2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES IN THE AREA OF ANY PROPOSED CONSTRUCTION OR PROPOSED DISTURBANCE DUE TO CONSTRUCTION. THE LOCATION OF ALL EXISTING UTILITIES ARE NOT NECESSARILY SHOWN ON THE PLANS AND WHERE SHOWN ARE ONLY APPROXIMATE. THE CONTRACTOR SHALL ON HIS INITIATIVE AND AT NO EXTRA COSTS LOCATE ALL UNDERGROUND LINES AND STRUCTURES AS NECESSARY. NO CLAIMS FOR DAMAGES OR EXTRA COMPENSATION SHALL ACCRUE TO THE CONTRACTOR FROM THE PRESENCE OF SUCH PIPE, OTHER OBSTRUCTIONS OR FROM ANY DELAY DUE TO REMOVAL OR REARRANGEMENT OF THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND STRUCTURES AND IS RESPONSIBLE FOR CONTACTING ALL NON-SUBSCRIBING UTILITIES. CONTRACT ENGINEER IMMEDIATELY IF LOCATION OR ELEVATION IS DIFFERENT FROM THAT SHOWN ON THE PLANS OR IF THERE APPEARS TO BE A CONFLICT BETWEEN EXISTING AND PROPOSED UTILITY LOCATIONS.</p>	<p>EROSION AND SEDIMENT CONTROL</p> <p>1. THE DENUDE AREA IS 1,000 SQUARE FEET.</p> <p>2. THE RECEIVING WATERCOURSE IS SAGE CREEK.</p> <p>3. THIS SITE IS NOT LOCATED IN A FEMA SPECIAL FLOOD HAZARD AREA PER FIRM #56025C016B WITH EFFECTIVE DATE MAY 18, 2015.</p> <p>4. CUT AND FILL SLOPES SHOULD BE STABILIZED WITHIN 15 DAYS DURING ANY PHASE OF GRADING.</p> <p>5. STREETS ADJACENT TO THE PROJECT SHALL BE KEPT CLEAN AT ALL TIMES FROM SEDIMENT OR OTHER CONSTRUCTION GENERATED MATERIAL OR A WASH STATION WILL BE REQUIRED.</p> <p>6. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS REGARDING EROSION AND SEDIMENT CONTROL FOR THE AGENCY HAVING JURISDICTION OVER CLEARING AND GRADING PROCEDURES. UTILIZE BEST MANAGEMENT PRACTICES (BMPs) DESCRIBED IN THE GOVERNING AGENCY'S OR APPLICABLE STATES GUIDE IN ORDER TO BOTH PREVENT/MINIMIZE CONCENTRATED FLOWS THROUGH OR ACROSS UNSTABILIZED/ DENUDE AREAS AND PREVENT/MINIMIZE SEDIMENT LAIDEN STORMWATER RUNOFF FROM LEAVING THE CONSTRUCTION SITE. SPECIFIC BMP EXAMPLES INCLUDE SILT FENCE, CONSTRUCTION ENTRANCES, PERIMETER DIVERSION SWALES, INLET PROTECTION, AND OTHER APPLICABLE MEASURES.</p> <p>7. CONTRACTOR AND/OR OWNER SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL DEVICES SPECIFIED HEREIN AND ANY ADDITIONAL CONTROLS THAT MAY BECOME NECESSARY IN ORDER TO ENSURE THE PROTECTION OF ADJACENT PROPERTIES AND WATERWAYS. ALL TEMPORARY DEVICES SHALL BE APPROPRIATELY MAINTAINED UNTIL ALL EARTH DISTURBING ACTIVITIES HAVE CEASED AND THE PROJECT IS STABILIZED AND APPROVED.</p> <p>8. EROSION CONTROL MEASURES SHALL BE CHECKED DAILY AND IMMEDIATELY FOLLOWING ANY RAINFALL EVENTS. ANY NOTED DEFICIENCIES WILL BE CORRECTED IMMEDIATELY (NO LATER THAN THE END OF EACH DAY). IMMEDIATELY UPON THE DISCOVERY OF UNFORESEEN CIRCUMSTANCES THAT POSE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE CONTRACTOR SHALL IMPLEMENT APPROPRIATE BMPs TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENTATION.</p> <p>9. ALL DENUDE CUT/FILL SLOPES STEEPER THAN OR EQUAL TO 2:1 SHALL BE PROTECTED WITH NORTH AMERICAN GREEN SC125 OR EQUIVALENT UNLESS ALTERNATIVE SLOPE PROTECTION MEASURES ARE APPROVED.</p> <p>10. ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT THE SITE VIA THE CONSTRUCTION ENTRANCES (AS APPLICABLE).</p>		
	<p>UTILITIES</p> <p>1. CONTRACTOR SHALL COORDINATE WITH THE OWNER REGARDING THE REQUIREMENTS AND LIMITS OF CLEARANCE FOR OVERHEAD AND/OR UNDERGROUND ELECTRICAL SERVICE.</p> <p>2. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED AND TESTED SATISFACTORILY PRIOR TO COMMENCING ANY PAVING ACTIVITY WHERE SUCH UTILITIES ARE WITHIN THE LIMITS OF PAVEMENT.</p> <p>3. UNLESS OTHERWISE SPECIFIED HEREIN, MINIMUM COVER FOR CONDUITS SHALL BE 36-INCHES.</p>	<p>GRADING</p> <p>1. CONTRACTOR IS TO CONDUCT ONE CALL OF WYOMING AT 811 OR 800-489-2476 FOR UNDERGROUND UTILITY LOCATION 48 HOURS PRIOR TO ANY GROUND DISTURBANCE.</p> <p>2. ALL CONSTRUCTION AREAS ARE TO BE CLEARED, GRUBBED AND STRIPPED OF TOPSOIL, ORGANICS AND UNSUITABLE MATERIALS PRIOR TO GRADING AND IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT.</p> <p>3. EXCAVATIONS SHOULD BE SLOPED OR SHORED IN ACCORDANCE AND COMPLIANCE WITH OSHA 29 CFR PART 1926, EXCAVATION TRENCH SAFETY STANDARDS AS WELL AS LOCAL, STATE AND FEDERAL REGULATIONS.</p> <p>4. ALL FILL PLACEMENT INCLUDING SUITABILITY OF FILL MATERIALS AND COMPACTION OF MATERIALS SHOULD BE CONDUCTED IN ACCORDANCE WITH THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT. IN THE ABSENCE OF FILL SPECIFICATIONS, THE FOLLOWING MINIMUM REQUIREMENTS SHOULD BE ADHERED TO:</p> <p>4.1. FILL LIFT THICKNESS SHOULD NOT EXCEED 8 INCHES LOOSE.</p> <p>4.2. FILL MATERIALS SHOULD NOT BE PLACED ON SATURATED OR FROZEN SURFACES.</p> <p>4.3. FILL MATERIALS SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOIL, OR OTHER OBJECTIONABLE MATERIALS THAT WOULD PREVENT THE CONSTRUCTION AND/OR COMPACTION OF SATISFACTORY FILLS. THIS INCLUDES SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS.</p> <p>4.4. ALL FILLS SHOULD BE COMPACTED AS REQUIRED TO REDUCE EROSION, SLIPPAGE, SETTLEMENT, SUBSIDENCE, OR OTHER RELATED PROBLEMS. ALL FILL AREAS WITHIN BUILDINGS OR OTHER STRUCTURES, TRAVEL/ ACCESS ROUTES, PARKING AREAS AND EXTENDING 5-FT (MINIMUM) OUTSIDE OF THOSE AREAS' FOOTPRINT, SHOULD BE COMPACTED TO +/- .95% OF MAXIMUM DRY DENSITY OF THE MATERIAL AS OBTAINED BY THE STANDARD PROCTOR METHOD.</p> <p>* DELTA OAKS GROUP MAKES NO CLAIM TO THE VALIDITY OF THESE RECOMMENDATIONS TO THE SITE'S SPECIFIC GEOTECHNICAL CONDITIONS AND OTHERS. A SITE-SPECIFIC GEOTECHNICAL INVESTIGATION RE PERFORMED, ANY AND ALL FILL RECOMMENDATIONS PRESENTED IN SUCH A REPORT WILL TAKE PRECEDENCE OVER THE INFORMATION PRESENTED HEREIN.</p>	<p>PANEL SCHEDULE</p> <p>1. SERVICE BOND IS TO BE MADE BY DEVICES (STRAIPS, SCREWS, ETC. SUPPLIED BY EQUIPMENT MANUFACTURER. IF NO SUCH DEVICE IS SUPPLIED, BOND IS TO BE MADE IN ACCORDANCE WITH NEC ARTICLE 250.</p> <p>2. CONDUCTOR OVERCURRENT PROTECTION DEVICES ARE SELECTED IN ACCORDANCE WITH NEC ARTICLE 240-3.</p> <p>3. CONDUCTOR SIZING IS SELECTED FROM NEC ARTICLE 310-16.</p> <p>4. ALL LUGS THAT HOLD MORE THAN ONE WIRE SHALL BE LISTED FOR MULTI-BARREL CONNECTIONS.</p> <p>5. ALL CONDUCTORS SHALL BE INSULATED THIN WIRE.</p>	
			<p>GENERAL SEEDBED PREPARATION</p> <p>1. SCARIFY COMPACTED AREAS AND REMOVE ALL LOOSE ROCK, ROOTS, AND OTHER OBSTRUCTIONS LEAVING SURFACE REASONABLY SMOOTH AND UNIFORM. FILL ANY EXISTING RILLS AND GULLIES.</p> <p>2. IMMEDIATELY PRIOR TO SPREADING TOPSOIL, CORRECT PH OF THE SUBSOIL WITH LIME PER RECOMMENDATION OF SOILS TEST OR AT A RATE SUITABLE TO THE SITE CONDITIONS. LOOSEN THE SUBGRADE OF THE SITE TO RECEIVE THE TOPSOIL BY DEKING OR SCARIFYING TO A DEPTH OF AT LEAST 2-INCHES TO ENSURE BONDING OF THE TOPSOIL AND SUBSOIL.</p> <p>3. UNIFORMLY SPREAD TOPSOIL 4-INCHES DEEP IN AREAS AS REQUIRED.</p> <p>4. APPLY LIME AND/OR FERTILIZER AS NECESSARY AND TILL SOIL UNTIL A WELL-MIXED, PULVERIZED, FIRM, REASONABLY UNIFORM SEEDBED IS PREPARED. THE PREPARED SEEDBED SHOULD BE 4 TO 6 INCHES DEEP.</p> <p>5. SEED A FRESHLY PREPARED SEEDBED AND COVER SEED LIGHTLY WITH SEEDING EQUIPMENT OR CULTIPACK AFTER SEEDING.</p> <p>6. MULCH IMMEDIATELY AFTER SEEDING AND ANCHOR MULCH.</p> <p>7. INSPECT ALL SEEDBED AREAS AND MAKE NECESSARY REPAIRS OR RESEEDINGS WITHIN THE PLANTING SEASON, IF POSSIBLE. IF STAND SHOULD BE OVER 95% DAMAGED, REESTABLISH FOLLOWING ORIGINAL LIME, FERTILIZER AND SEEDING RATES.</p>	

PREPARED FOR:




SBA COMMUNICATIONS CORPORATION
6001 CONGRESS AVENUE
BOCA RATON, FL 33467

PREPARED BY:



DELTA OAKS GROUP
PROFESSIONAL COURTY, 2ND FLOOR
RALEIGH, NC 27608
PHONE: (919) 342-8044

Professional Engineer



JOSEPH V. BOIRELLI, JR.
WYOMING LICENSE NO. 14561

DATE: 01/25/23

BY: [Signature]

FOR: [Signature]

PROJECT: [Signature]

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
01/25/23	PROPOSED SEEDBED PREPARATION	1	[Signature]
01/25/23	PROPOSED SEEDBED PREPARATION	2	[Signature]
01/25/23	PROPOSED SEEDBED PREPARATION	3	[Signature]
01/25/23	PROPOSED SEEDBED PREPARATION	4	[Signature]
01/25/23	PROPOSED SEEDBED PREPARATION	5	[Signature]
01/25/23	PROPOSED SEEDBED PREPARATION	6	[Signature]
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01/25/23	PROPOSED SEEDBED PREPARATION	14	[Signature]
01/25/23	PROPOSED SEEDBED PREPARATION	15	[Signature]

SITE NAME:
MANOR HEIGHTS

SITE ADDRESS:
3000 SE WYOMING BLVD.
CASPER, WY 82604

SITE ID:
WY21106-A

SHEET TITLE:
GENERAL NOTES

SHEET NUMBER:
GN-1



Structural Design Report
199' S3TL Series HD1 Self-Supporting Tower
Site: Manor Heights, WY
Site Number: WY21106-A

Prepared for: SBA NETWORK SERVICES INC
by: Sabre Towers & Poles™

Job Number: 18-2020-JDS-R1

August 15, 2017

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Maximum Leg Loads.....	4
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Maximum Foundation Loads.....	6
Calculations.....	7-17



8/15/17
This document was originally issued and sealed by Keith J. Tindall, Registration No. 8804, on 8/15/2017 and the original document is stored at Sabre Towers and Poles in Sioux City, IA.

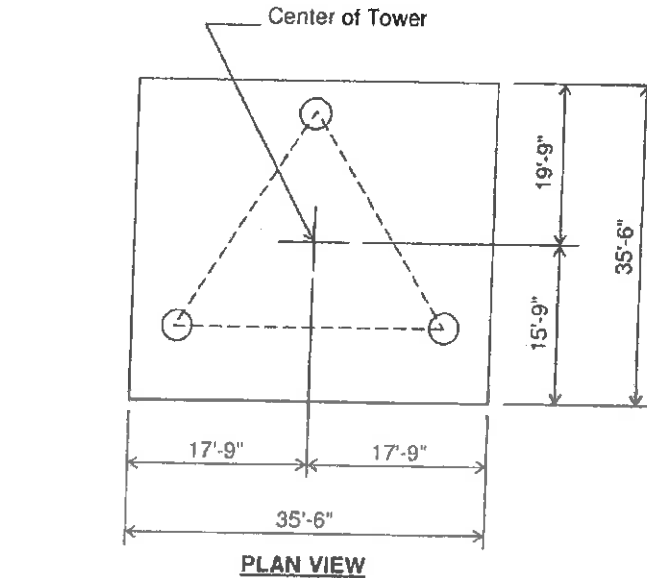
Customer: SBA NETWORK SERVICES INC

Site: Manor Heights, WY WY21106-A

199 ft. Model S3TL Series HD1 Self Supporting Tower At
89 mph Wind with no ice per ANSI/TIA-222-G.

Antenna Loading per Page 1

PRELIMINARY--NOT FOR CONSTRUCTION



Notes:

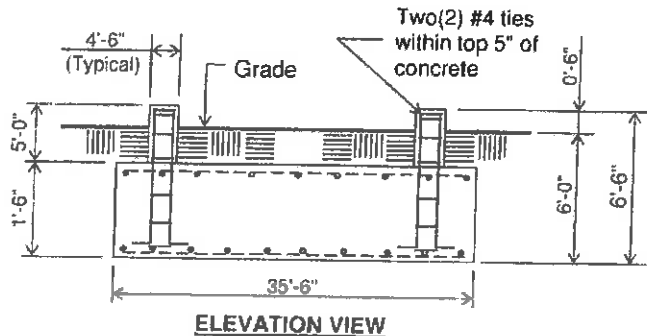
1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.

2). Rebar to conform to ASTM specification A615 Grade 60.

3). All rebar to have a minimum of 3" concrete cover.

4). All exposed concrete corners to be chamfered 3/4".

5). The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.



(78.85 Cu. Yds.)

(1 REQD.; NOT TO SCALE)

CAUTION: Center of tower is not in center of slab.

6). The foundation is based on the following factored loads:

Factored download (kips) = 68.59

Factored overturn (kip-ft) = 11384.84

Factored shear (kips) = 96.91

7). 4.5 ft of soil cover is required over the entire area of the foundation slab.

Rebar Schedule per Mat and per Pier	
Pier	(24) #7 vertical rebar w/ hooks at bottom w/ #4 Rebar ties, two (2) within top 5" of pier then 12" C/C
Mat	(59) #10 horizontal rebar evenly spaced each way top and bottom. (236 total)

Customer: SBA NETWORK SERVICES INC

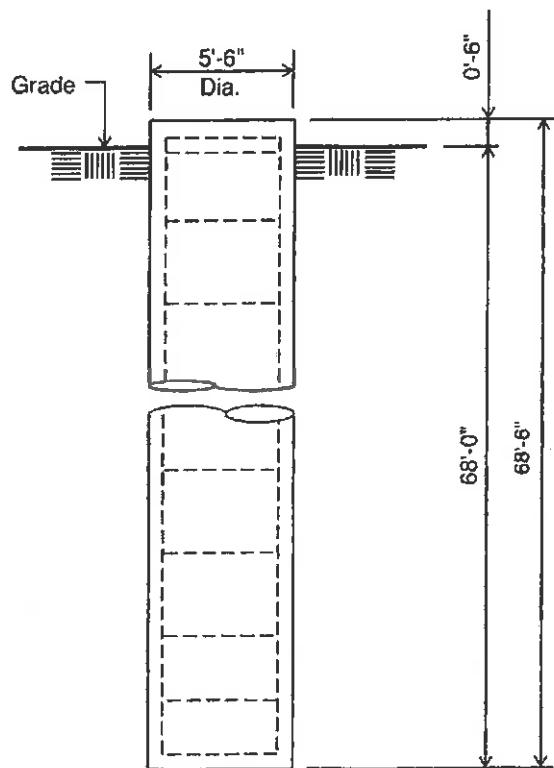
Site: Manor Heights, WY WY21106-A

199 ft. Model S3TL Series HD1 Self Supporting Tower At

89 mph Wind with no ice per ANSI/TIA-222-G.

Antenna Loading per Page 1

PRELIMINARY--NOT FOR CONSTRUCTION



ELEVATION VIEW

(60.28 Cu. Yds. each)

(3 REQUIRED: NOT TO SCALE)

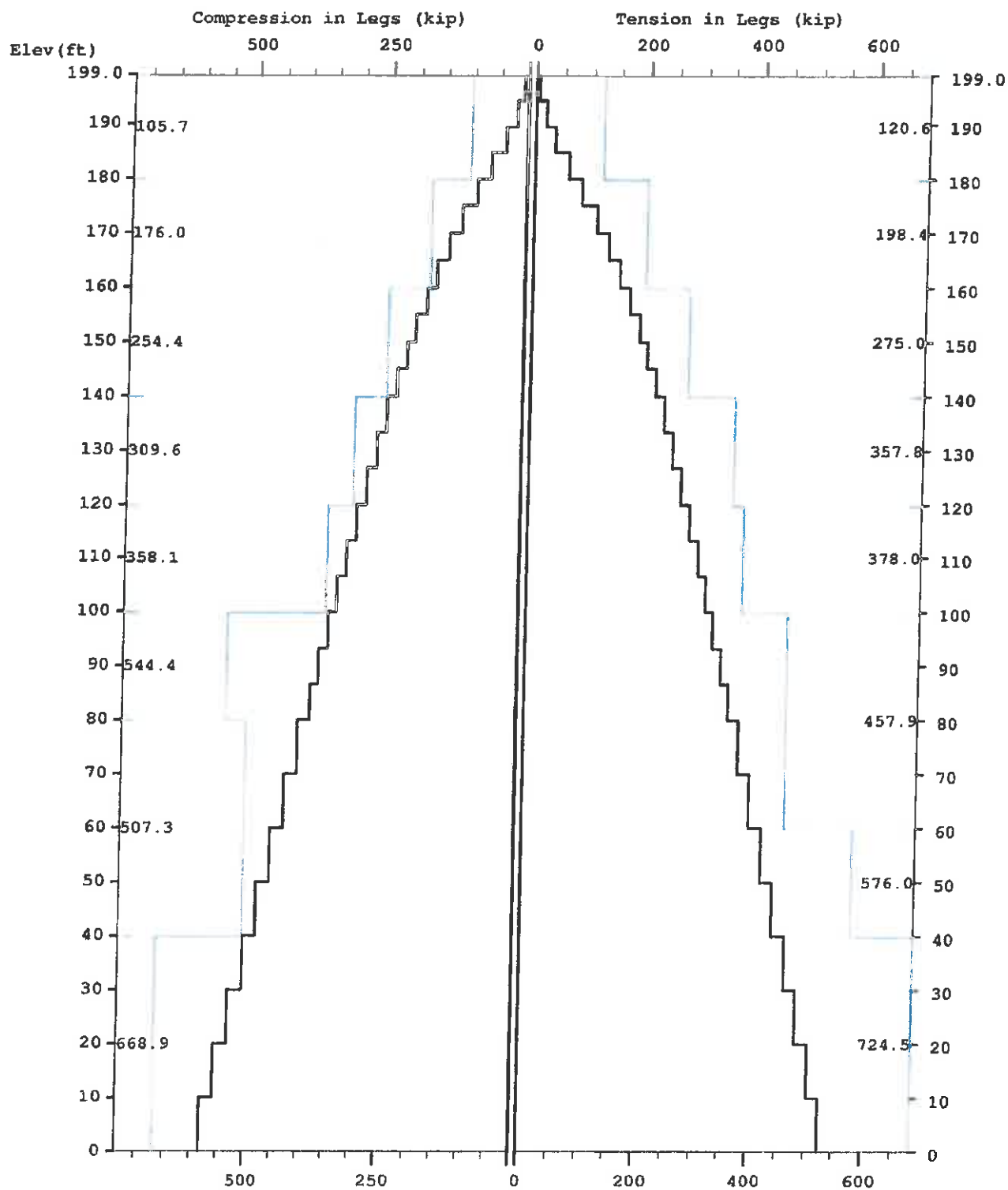
Notes:

- 1). Concrete shall have a minimum 28-day compressive strength of 4500 PSI, in accordance with ACI 318-11.
- 2). Rebars to conform to ASTM specification A615 Grade 60.
- 3). All rebar to have a minimum of 3" concrete cover.
- 4). All exposed concrete corners to be chamfered 3/4".
- 5). The foundation design is based on presumptive clay soil as defined in ANSI/TIA-222-G-2005. It is recommended that a soil analysis of the site be performed to verify the soil parameters used in the design.
- 6). The foundation is based on the following factored loads:
Factored uplift (kips) = 536
Factored download (kips) = 594
Factored shear (kips) = 58

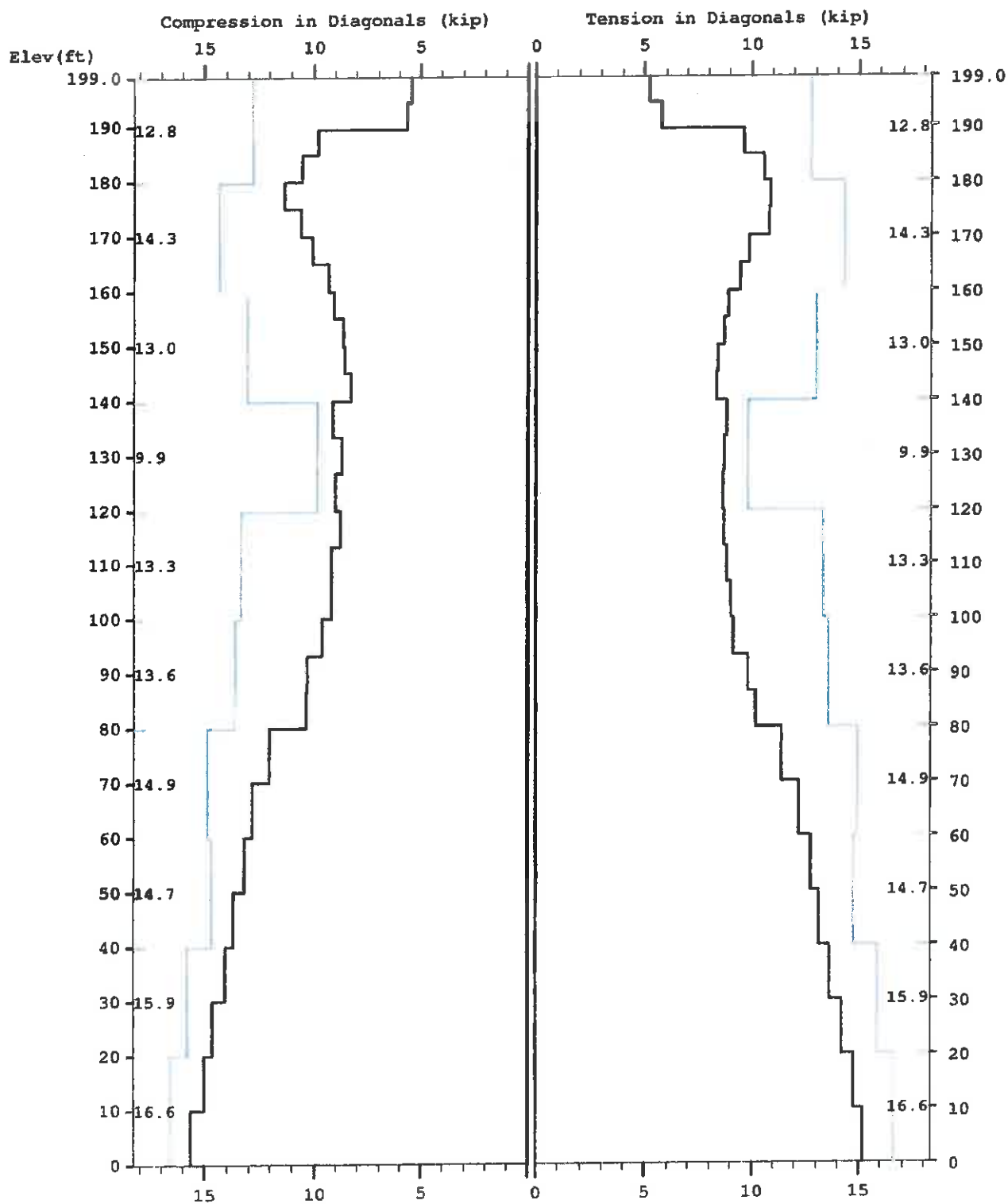
Rebar Schedule per Pier	
Pier	(24) #8 vertical rebar w/#4 ties, two (2) within top 5" of pier then 12" C/C

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Maximum

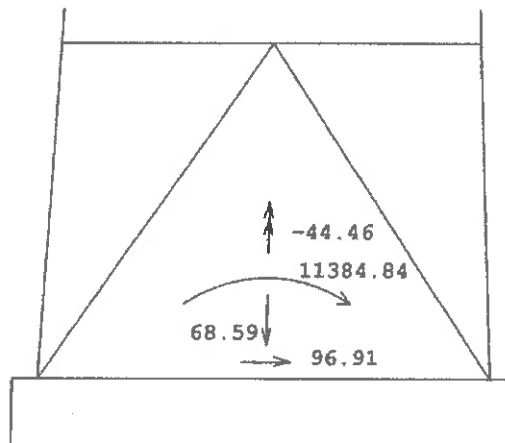


Maximum

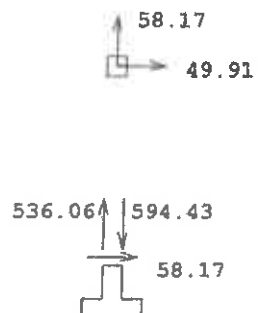


Maximum

TOTAL FOUNDATION LOADS (kip, ft-kip)



INDIVIDUAL FOOTING LOADS (kip)



Sabre Towers and Poles on: 15 aug 2017 at: 17:26:18

MAST GEOMETRY (ft)

PANEL TYPE	NO.OF LEGS	ELEV.AT BOTTOM	ELEV.AT TOP	F.W..AT BOTTOM	F.W..AT TOP	TYPICAL PANEL HEIGHT
X	3	194.25	199.00	5.00	5.00	4.75
X	3	180.00	194.25	5.00	5.00	4.75
X	3	175.00	180.00	5.50	5.00	5.00
X	3	160.00	175.00	7.00	5.50	5.00
X	3	140.00	160.00	9.00	7.00	5.00
X	3	120.00	140.00	11.00	9.00	6.67
X	3	100.00	120.00	13.00	11.00	6.67
X	3	80.00	100.00	15.00	13.00	6.67
X	3	60.00	80.00	17.00	15.00	10.00
X	3	40.00	60.00	19.00	17.00	10.00
X	3	20.00	40.00	21.00	19.00	10.00
X	3	0.00	20.00	23.00	21.00	10.00

MEMBER PROPERTIES

MEMBER TYPE	BOTTOM ELEV ft	TOP ELEV ft	X-SECTN AREA in.sq	RADIUS OF GYRAT in	ELASTIC MODULUS ksi	THERMAL EXPANSN /deg
LE	180.00	199.00	2.680	1.337	29000.	0.0000117
LE	160.00	180.00	4.407	1.337	29000.	0.0000117
LE	140.00	160.00	6.111	1.337	29000.	0.0000117
LE	120.00	140.00	7.952	1.337	29000.	0.0000117
LE	100.00	120.00	8.399	1.337	29000.	0.0000117
LE	80.00	100.00	12.763	1.337	29000.	0.0000117
LE	60.00	80.00	16.101	1.337	29000.	0.0000117
DI	180.00	199.00	0.812	0.529	29000.	0.0000117
DI	160.00	180.00	0.938	0.529	29000.	0.0000117
DI	140.00	160.00	0.902	0.529	29000.	0.0000117
DI	120.00	140.00	1.090	0.529	29000.	0.0000117
DI	100.00	120.00	1.438	0.529	29000.	0.0000117
DI	80.00	100.00	1.688	0.529	29000.	0.0000117
DI	60.00	80.00	1.812	0.529	29000.	0.0000117
DI	40.00	60.00	1.938	0.529	29000.	0.0000117
DI	20.00	40.00	2.402	0.529	29000.	0.0000117
HO	194.25	199.00	0.484	0.626	29000.	0.0000117
HO	175.00	180.00	0.938	0.626	29000.	0.0000117

FACTORED MEMBER RESISTANCES

BOTTOM ELEV ft	TOP ELEV ft	LEGS COMP kip	LEGS TENS kip	DIAGONALS COMP kip	DIAGONALS TENS kip	HORIZONTALS COMP kip	HORIZONTALS TENS kip	INT BRACING COMP kip	INT BRACING TENS kip
194.2	199.0	105.66	120.60	12.80	12.80	5.73	5.73	0.00	0.00
180.0	194.2	105.66	120.60	12.80	12.80	0.00	0.00	0.00	0.00
175.0	180.0	175.98	198.45	14.32	14.32	10.88	10.88	0.00	0.00
160.0	175.0	175.98	198.45	14.32	14.32	0.00	0.00	0.00	0.00
140.0	160.0	254.38	274.95	13.03	13.03	0.00	0.00	0.00	0.00
120.0	140.0	309.64	357.75	9.85	9.85	0.00	0.00	0.00	0.00
100.0	120.0	358.08	378.00	13.34	13.34	0.00	0.00	0.00	0.00
80.0	100.0	544.40	457.90	13.61	13.61	0.00	0.00	0.00	0.00
60.0	80.0	507.33	457.90	14.92	14.92	0.00	0.00	0.00	0.00
40.0	60.0	507.33	576.00	14.74	14.74	0.00	0.00	0.00	0.00
20.0	40.0	668.86	724.50	15.85	15.85	0.00	0.00	0.00	0.00
0.0	20.0	668.86	724.50	16.62	16.62	0.00	0.00	0.00	0.00

* Only 2 condition(s) shown in full

* RRUS/TMA's were assumed to be behind antennas

* Some wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

89 mph wind with no ice. wind Azimuth: 0°

MAST LOADING

LOAD TYPE	ELEV ft	APPLY RADIUS ft	LOAD AT AZI	LOAD AZI	FORCES HORIZ kip	FORCES DOWN kip	MOMENTS VERTICAL ft-kip	MOMENTS TORSIONAL ft-kip
C	199.0	0.00	0.0	0.0	11.05	6.60	0.00	0.00
C	189.0	0.00	0.0	0.0	8.87	3.72	0.00	0.00
C	179.0	0.00	0.0	0.0	8.90	3.72	0.00	0.00
C	93.0	0.00	0.0	0.0	0.44	0.18	0.00	0.00
C	93.0	0.00	0.0	0.0	0.31	0.09	0.00	0.00
C	93.0	0.00	0.0	0.0	0.31	0.09	0.00	0.00
C	93.0	0.00	0.0	0.0	0.31	0.09	0.00	0.00
C	68.0	0.00	0.0	0.0	1.87	2.17	0.00	0.00
D	199.0	0.00	42.0	0.0	0.18	0.10	0.06	620.12
D	194.2	0.00	42.0	0.0	0.18	0.10	0.06	620.12

D	194.2	0.00	42.0	0.0	0.17	0.09	0.06	0.12
D	189.5	0.00	42.0	0.0	0.17	0.09	0.06	0.12
D	189.5	0.00	60.5	0.0	0.20	0.11	0.06	0.14
D	180.0	0.00	62.4	0.0	0.20	0.11	0.06	0.14
D	180.0	0.00	86.1	0.0	0.23	0.16	0.06	0.15
D	160.0	0.00	95.6	0.0	0.23	0.16	0.05	0.13
D	160.0	0.00	82.2	0.0	0.23	0.18	0.08	0.17
D	140.0	0.00	86.6	0.0	0.26	0.18	0.07	0.15
D	140.0	0.00	76.0	0.0	0.25	0.20	0.09	0.19
D	120.0	0.00	78.8	0.0	0.26	0.20	0.08	0.17
D	120.0	0.00	71.5	0.0	0.30	0.22	0.11	0.22
D	100.0	0.00	73.6	0.0	0.31	0.22	0.10	0.20
D	100.0	0.00	68.3	0.0	0.31	0.30	0.13	0.24
D	93.3	0.00	68.3	0.0	0.31	0.30	0.13	0.24
D	93.3	0.00	55.7	0.0	0.34	0.31	0.11	0.13
D	80.0	0.00	55.2	0.0	0.34	0.31	0.11	0.12
D	80.0	0.00	54.4	0.0	0.33	0.30	0.12	0.14
D	70.0	0.00	54.4	0.0	0.33	0.30	0.12	0.14
D	70.0	0.00	33.4	0.0	0.35	0.31	0.11	0.04
D	60.0	0.00	33.4	0.0	0.35	0.31	0.11	0.04
D	60.0	0.00	28.5	0.0	0.36	0.32	0.11	0.02
D	40.0	0.00	27.7	0.0	0.37	0.33	0.11	0.02
D	40.0	0.00	29.7	0.0	0.39	0.38	0.12	0.03
D	20.0	0.00	29.1	0.0	0.40	0.38	0.12	0.02
D	20.0	0.00	30.8	0.0	0.36	0.41	0.14	0.03
D	0.0	0.00	30.2	0.0	0.37	0.42	0.13	0.02

SUPPRESS PRINTING

=====

LOADS	..FOR THIS LOADING..	..MAXIMUMS..					
INPUT	DISPL	MEMBER	FOUNDN	ALL	DISPL	MEMBER	FOUNDN
		FORCES	LOADS			FORCES	LOADS
no	yes	yes	yes	no	no	no	no

LOADING CONDITION M

89 mph wind with no ice. Wind Azimuth: 0°

MAST LOADING

=====

LOAD	ELEV	APPLY.	LOAD	AT	LOAD	..FORCES..	..MOMENTS..	
TYPE	ft	RADIUS	ft	AZI	AZI	HORIZ	DOWN	VERTICAL
						kip	kip	ft-kip
								TORSIONAL
								ft-kip
C	199.0	0.00	0.0	0.0	0.0	11.05	4.95	0.00
C	189.0	0.00	0.0	0.0	0.0	8.87	2.79	0.00
C	179.0	0.00	0.0	0.0	0.0	8.90	2.79	0.00
C	93.0	0.00	0.0	0.0	0.0	0.44	0.14	0.00
C	93.0	0.00	0.0	0.0	0.0	0.31	0.07	0.00
C	93.0	0.00	0.0	0.0	0.0	0.31	0.07	0.00
C	93.0	0.00	0.0	0.0	0.0	0.31	0.07	0.00
C	68.0	0.00	0.0	0.0	0.0	1.87	1.62	0.00
D	199.0	0.00	42.0	0.0	0.0	0.18	0.07	0.04
D	194.2	0.00	42.0	0.0	0.0	0.18	0.07	0.04
D	194.2	0.00	42.0	0.0	0.0	0.17	0.07	0.04
D	189.5	0.00	42.0	0.0	0.0	0.17	0.07	0.04
D	189.5	0.00	60.5	0.0	0.0	0.20	0.08	0.05
D	180.0	0.00	62.4	0.0	0.0	0.20	0.08	0.05
D	180.0	0.00	86.1	0.0	0.0	0.23	0.12	0.05
D	160.0	0.00	95.6	0.0	0.0	0.23	0.12	0.05
D	160.0	0.00	82.2	0.0	0.0	0.23	0.13	0.06
D	140.0	0.00	86.6	0.0	0.0	0.26	0.14	0.05
D	140.0	0.00	76.0	0.0	0.0	0.25	0.15	0.07
D	120.0	0.00	78.8	0.0	0.0	0.26	0.15	0.06
D	120.0	0.00	71.5	0.0	0.0	0.30	0.16	0.08
D	100.0	0.00	73.6	0.0	0.0	0.31	0.17	0.07
D	100.0	0.00	68.3	0.0	0.0	0.31	0.22	0.09
D	93.3	0.00	68.3	0.0	0.0	0.31	0.22	0.09
D	93.3	0.00	55.7	0.0	0.0	0.34	0.23	0.08
D	80.0	0.00	55.2	0.0	0.0	0.34	0.23	0.08
D	80.0	0.00	54.4	0.0	0.0	0.33	0.23	0.09
D	70.0	0.00	54.4	0.0	0.0	0.33	0.23	0.09
D	70.0	0.00	33.4	0.0	0.0	0.35	0.23	0.08
D	60.0	0.00	33.4	0.0	0.0	0.35	0.23	0.08
D	60.0	0.00	28.5	0.0	0.0	0.36	0.24	0.09
D	40.0	0.00	27.7	0.0	0.0	0.37	0.25	0.08
D	40.0	0.00	29.7	0.0	0.0	0.39	0.28	0.09
D	20.0	0.00	29.1	0.0	0.0	0.40	0.29	0.09
D	20.0	0.00	30.8	0.0	0.0	0.36	0.31	0.10
D	0.0	0.00	30.2	0.0	0.0	0.37	0.31	0.10

SUPPRESS PRINTING

=====

LOADS	..FOR THIS LOADING..	..MAXIMUMS..					
INPUT	DISPL	MEMBER	FOUNDN	ALL	DISPL	MEMBER	FOUNDN
		FORCES	LOADS			FORCES	LOADS
no	yes	yes	yes	no	no	no	no

MAXIMUM MAST DISPLACEMENTS:

=====

ELEV	-----DEFLECTIONS (ft)-----	---TILTS (DEG)---	TWIST
ft	NORTH EAST DOWN	NORTH EAST	DEG
			63

199.0	2.633 G	-2.451 D	0.030 G	1.740 G	-1.639 D	-0.151 F
194.2	2.486 G	-2.313 D	0.028 G	1.732 G	-1.632 D	-0.150 F
189.5	2.344 G	-2.178 D	0.026 G	1.709 G	-1.609 D	-0.148 F
184.7	2.198 G	-2.041 D	0.024 G	1.664 G	-1.566 D	-0.144 F
180.0	2.060 G	-1.911 D	0.022 G	1.588 G	-1.492 D	-0.138 F
175.0	1.920 G	-1.779 D	0.020 G	1.527 G	-1.434 D	-0.132 F
170.0	1.788 G	-1.655 D	0.018 G	1.455 G	-1.365 D	-0.126 F
165.0	1.660 G	-1.536 D	0.016 G	1.373 G	-1.286 D	-0.120 F
160.0	1.542 G	-1.425 D	0.015 G	1.286 G	-1.203 D	-0.115 F
155.0	1.429 G	-1.320 D	0.013 G	1.221 G	-1.140 D	-0.110 F
150.0	1.323 G	-1.221 D	0.012 G	1.154 G	-1.077 D	-0.104 F
145.0	1.222 G	-1.127 D	0.011 G	1.086 G	-1.012 D	-0.099 F
140.0	1.128 G	-1.039 D	0.010 G	1.016 G	-0.946 D	-0.094 F
133.3	1.010 G	-0.929 D	0.009 G	0.945 G	-0.878 D	-0.087 F
126.7	0.900 G	-0.828 D	0.008 G	0.873 G	-0.810 D	-0.080 F
120.0	0.798 G	-0.733 D	0.007 G	0.801 G	-0.743 D	-0.073 F
113.3	0.706 G	-0.648 D	0.007 G	0.733 G	-0.679 D	-0.067 F
106.7	0.620 G	-0.569 D	0.006 G	0.665 G	-0.614 D	-0.061 F
100.0	0.543 G	-0.498 D	0.005 G	0.597 G	-0.551 D	-0.055 F
93.3	0.473 G	-0.433 D	0.005 G	0.553 G	-0.510 D	-0.050 F
86.7	0.409 G	-0.375 D	0.004 G	0.510 G	-0.470 D	-0.045 F
80.0	0.348 G	-0.319 D	0.004 G	0.466 G	-0.430 D	-0.040 F
70.0	0.269 G	-0.246 D	0.003 G	0.401 G	-0.369 D	-0.035 F
60.0	0.200 G	-0.182 D	0.003 G	0.336 G	-0.308 D	-0.029 F
50.0	0.142 G	-0.129 D	0.002 G	0.270 G	-0.248 D	-0.024 F
40.0	0.095 G	-0.087 D	0.002 G	0.205 G	-0.188 D	-0.018 F
30.0	0.059 G	-0.053 D	0.001 B	0.154 G	-0.141 D	-0.013 F
20.0	0.030 G	-0.028 D	0.001 B	0.103 G	-0.094 D	-0.008 F
10.0	0.010 G	-0.009 D	0.000 B	0.051 G	-0.047 D	-0.004 F
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

=====

ELEV ft	LEGS	DIAG	HORIZ	BRACE
199.0	-----	-----	2.13 K	0.00 A
194.2	4.57 M	5.20 N	-----	-----
189.5	17.27 M	5.76 H	0.29 A	0.00 A
184.7	33.88 M	9.65 N	0.21 S	0.00 A
180.0	59.53 M	10.59 H	0.31 A	0.00 A
175.0	82.40 M	10.89 M	1.60 W	0.00 A
170.0	109.23 M	10.82 H	0.31 A	0.00 A
165.0	130.93 M	9.88 N	0.04 A	0.00 A
160.0	152.27 M	9.46 H	0.26 A	0.00 A
155.0	170.09 M	8.92 T	0.07 A	0.00 A
150.0	187.61 M	8.72 H	0.17 A	0.00 A
145.0	202.93 M	8.42 N	0.11 A	0.00 A
140.0	218.09 M	8.34 B	0.14 A	0.00 A
133.3	233.80 M	8.84 M	0.10 A	0.00 A
126.7	251.56 M	8.73 H	0.15 A	0.00 A
120.0	267.69 M	8.66 M	0.10 A	0.00 A
113.3	283.57 M	8.75 G	0.13 A	0.00 A
106.7	298.50 M	8.83 M	0.06 A	0.00 A
100.0	313.34 M	9.06 G	0.11 A	0.00 A
93.3	327.55 M	9.16 M	0.06 A	0.00 A
86.7	341.77 M	9.84 M	0.12 A	0.00 A
80.0	356.45 M	10.23 S	0.05 A	0.00 A
70.0	374.08 M	11.41 M	0.12 A	0.00 A
60.0	395.47 M	12.22 R	0.10 A	0.00 A
50.0	417.55 M	12.76 F	0.08 A	0.00 A
40.0	439.51 M	13.15 X	0.10 A	0.00 A
30.0	461.32 M	13.66 F	0.08 A	0.00 A
20.0	482.97 M	14.19 X	0.07 A	0.00 A
10.0	504.65 M	14.72 F	0.01 A	0.00 A
0.0	526.06 M	15.18 X	0.07 A	0.00 A
0.0	-----	-----	0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

=====

ELEV ft	LEGS	DIAG	HORIZ	BRACE
199.0	-----	-----	-1.96 Q	0.00 A

194.2	-8.26 G	-5.43 H	-0.24 S	0.00 A
189.5	-21.82 G	-5.60 N	-0.27 A	0.00 A
184.7	-40.39 G	-9.79 H	-0.26 S	0.00 A
180.0	-67.02 G	-10.52 N	-1.69 E	0.00 A
175.0	-91.67 G	-11.31 G	-0.27 S	0.00 A
170.0	-120.34 G	-10.62 N	-0.04 S	0.00 A
165.0	-142.23 G	-10.07 H	-0.23 S	0.00 A
160.0	-164.66 G	-9.34 N	-0.06 S	0.00 A
155.0	-182.95 G	-9.05 B	-0.15 S	0.00 A
150.0	-201.52 G	-8.65 T	-0.10 S	0.00 A
145.0	-217.50 G	-8.60 G	-0.13 S	0.00 A
140.0	-233.69 G	-8.28 T	-0.09 S	0.00 A
133.3	-250.31 G	-9.14 G	-0.14 S	0.00 A
126.7	-269.49 G	-8.70 N	-0.09 S	0.00 A
120.0	-286.83 G	-8.99 G	-0.11 S	0.00 A
113.3	-304.16 G	-8.78 G	-0.05 S	0.00 A
106.7	-320.47 G	-9.20 G	-0.09 S	0.00 A
100.0	-336.84 G	-9.16 G	-0.06 S	0.00 A
93.3	-352.66 G	-9.59 G	-0.10 S	0.00 A
86.7	-369.01 G	-10.27 G	-0.05 S	0.00 A
80.0	-385.62 G	-10.37 G	-0.10 S	0.00 A
70.0	-405.63 G	-11.99 G	-0.10 S	0.00 A
60.0	-430.94 G	-12.81 G	-0.08 S	0.00 A
50.0	-456.38 G	-13.17 G	-0.09 S	0.00 A
40.0	-481.43 G	-13.65 G	-0.07 S	0.00 A
30.0	-506.63 G	-14.06 G	-0.06 S	0.00 A
20.0	-531.81 G	-14.67 G	-0.01 S	0.00 A
10.0	-557.25 G	-15.05 G	-0.06 S	0.00 A
0.0	-582.50 G	-15.67 G	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

NORTH	LOAD EAST	COMPONENTS DOWN	UPLIFT	TOTAL SHEAR
58.17 G	49.91 K	594.43 G	-536.06 M	58.17 G

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

NORTH	HORIZONTAL EAST	TOTAL @ 0.0	DOWN	NORTH	OVERTURNING EAST	TOTAL @ 0.0	TORSION
96.9 G	-87.9 D	96.9 G	68.6 B	11384.8 G	-10417.0 D	11384.8 G	-44.5 F

Latticed Tower Analysis (Unguyed) (c)2013 Guymast Inc. 416-736-7453
Processed under license at:

Sabre Towers and Poles on: 15 aug 2017 at: 17:26:47

Service Load Condition

^ only 1 condition(s) shown in full
^ RRUS/TMAS were assumed to be behind antennas
^ Some wind loads may have been derived from full-scale wind tunnel testing

LOADING CONDITION A

60 mph wind with no ice. Wind Azimuth: 0°

MAST LOADING

LOAD TYPE	ELEV ft	APPLY RADIUS ft	LOAD..AT AZI	LOAD AZI	FORCES		MOMENTS	
					HORIZ kip	DOWN kip	VERTICAL ft-kip	TORSNAL ft-kip
C	199.0	0.00	0.0	0.0	3.14	5.50	0.00	0.00
C	189.0	0.00	0.0	0.0	2.52	3.10	0.00	0.00
C	179.0	0.00	0.0	0.0	2.53	3.10	0.00	0.00
C	93.0	0.00	0.0	0.0	0.12	0.15	0.00	0.00
C	93.0	0.00	0.0	0.0	0.09	0.08	0.00	0.00
C	93.0	0.00	0.0	0.0	0.09	0.08	0.00	0.00
C	93.0	0.00	0.0	0.0	0.09	0.08	0.00	0.00
C	68.0	0.00	0.0	0.0	0.53	1.80	0.00	0.00
D	199.0	0.00	42.0	0.0	0.05	0.08	0.05	0.03
D	189.5	0.00	42.0	0.0	0.05	0.08	0.05	0.03
D	189.5	0.00	60.5	0.0	0.06	0.09	0.05	0.04
D	180.0	0.00	62.4	0.0	0.06	0.09	0.05	0.04
D	180.0	0.00	86.1	0.0	0.07	0.13	0.05	0.04
D	160.0	0.00	95.6	0.0	0.07	0.13	0.04	0.04
D	160.0	0.00	82.2	0.0	0.07	0.15	0.06	0.05
D	140.0	0.00	86.6	0.0	0.08	0.15	0.05	0.04
D	140.0	0.00	76.0	0.0	0.07	0.17	0.08	0.05
D	120.0	0.00	78.8	0.0	0.08	0.17	0.07	0.05
D	120.0	0.00	71.5	0.0	0.09	0.18	0.09	0.06
D	100.0	0.00	73.6	0.0	0.09	0.19	0.08	0.06
D	100.0	0.00	68.3	0.0	0.09	0.25	0.10	0.07
D	93.3	0.00	68.3	0.0	0.09	0.25	0.10	0.07
D	93.3	0.00	55.6	0.0	0.10	0.26	0.09	0.04
D	70.0	0.00	54.3	0.0	0.10	0.25	0.10	0.04
D	70.0	0.00	32.7	0.0	0.10	0.26	0.09	0.01
D	40.0	0.00	27.0	0.0	0.11	0.27	0.09	0.01
D	40.0	0.00	29.7	0.0	0.11	0.32	0.10	0.01
D	20.0	0.00	29.1	0.0	0.11	0.32	0.10	0.01
D	20.0	0.00	30.8	0.0	0.10	0.35	0.11	0.01
D	0.0	0.00	30.2	0.0	0.11	0.35	0.11	0.01

SUPPRESS PRINTING

LOADS INPUT	FOR THIS LOADING			MAXIMUMS			
	DISPL	MEMBER FORCES	FOUNDN LOADS	ALL	DISPL	MEMBER FORCES	FOUNDN LOADS
no	yes	yes	yes	no	no	no	no

MAXIMUM MAST DISPLACEMENTS:

ELEV ft	---DEFLECTIONS (ft)---			--TILTS (DEG)--		TWIST DEG
	NORTH	EAST	DOWN	NORTH	EAST	
199.0	0.756 G	0.704 J	0.008 G	0.499 G	0.470 J	0.043 L
194.2	0.714 G	0.664 J	0.008 G	0.497 G	0.468 J	0.043 L
189.5	0.673 G	0.626 J	0.008 G	0.490 G	0.462 J	0.042 L
184.7	0.631 G	0.586 J	0.007 G	0.477 G	0.449 J	0.041 L
180.0	0.592 G	0.549 J	0.007 G	0.455 G	0.428 J	-0.039 F
175.0	0.551 G	0.511 J	0.007 G	0.438 G	0.411 J	-0.037 F
170.0	0.513 G	0.476 J	0.006 G	0.417 G	0.392 J	-0.036 F
165.0	0.477 G	0.442 J	0.006 G	0.394 G	0.369 J	-0.034 F
160.0	0.443 G	0.410 J	0.006 G	0.369 G	0.345 J	-0.033 F
155.0	0.411 G	0.380 J	0.006 G	0.350 G	0.327 J	-0.031 F
150.0	0.380 G	0.351 J	0.005 G	0.331 G	0.309 J	-0.030 F
145.0	0.351 G	0.324 J	0.005 G	0.312 G	0.291 J	-0.028 F
140.0	0.324 G	0.299 J	0.005 G	0.292 G	0.272 J	-0.027 F
133.3	0.290 G	0.267 J	0.005 G	0.271 G	0.252 J	-0.025 F
126.7	0.259 G	0.238 J	0.004 G	0.251 G	0.233 J	-0.023 F
120.0	0.230 G	0.211 J	0.004 G	0.230 G	0.213 J	-0.021 F
113.3	0.203 G	0.187 J	0.004 G	0.211 G	0.195 J	-0.019 F
106.7	0.178 G	0.164 J	0.004 G	0.191 G	0.177 J	-0.017 F
100.0	0.156 G	0.143 J	0.003 G	0.172 G	0.159 J	-0.016 F
93.3	0.136 G	0.125 J	0.003 G	0.159 G	0.147 J	-0.014 F
86.7	0.118 G	0.108 J	0.003 G	0.147 G	0.135 J	-0.013 F
80.0	0.100 G	0.092 J	0.003 G	0.134 G	0.124 J	-0.011 F
70.0	0.077 G	0.071 J	0.002 G	0.115 G	0.106 J	-0.010 F
60.0	0.057 G	0.053 J	0.002 G	0.096 G	0.089 J	-0.008 F
50.0	0.041 G	0.037 J	0.002 G	0.078 G	0.071 J	-0.007 F
40.0	0.027 G	0.025 J	0.001 G	0.059 G	0.054 J	-0.005 F
30.0	0.017 G	0.015 J	0.001 B	0.044 G	0.041 J	-0.004 F
20.0	0.009 G	0.008 J	0.001 A	0.030 G	0.027 J	-0.002 F
10.0	0.003 G	0.002 J	0.000 B	0.015 G	0.013 J	-0.001 F
0.0	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A	0.000 A

MAXIMUM TENSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
199.0	0.01 A	1.41 B	0.66 H	0.00 A
194.2	3.38 A	1.70 B	0.10 A	0.00 A
189.5	7.50 A	2.71 H	0.05 G	0.00 A
184.7	14.56 A	3.05 B	0.11 A	0.00 A

180.0	20.54 A	2.99 A	0.42 K	0.00 A
175.0	27.63 A	3.15 H	0.11 A	0.00 A
170.0	33.84 A	2.75 H	0.01 A	0.00 A
165.0	39.65 A	2.74 H	0.09 A	0.00 A
160.0	44.68 A	2.51 H	0.02 A	0.00 A
155.0	49.44 A	2.53 B	0.05 A	0.00 A
150.0	53.72 A	2.39 H	0.03 A	0.00 A
145.0	57.84 A	2.41 B	0.05 A	0.00 A
140.0	62.19 A	2.52 H	0.03 A	0.00 A
133.3	66.99 A	2.53 H	0.05 A	0.00 A
126.7	71.42 A	2.48 A	0.03 A	0.00 A
120.0	75.70 A	2.54 G	0.04 A	0.00 A
113.3	79.75 A	2.53 A	0.02 A	0.00 A
106.7	83.72 A	2.62 G	0.03 A	0.00 A
100.0	87.49 A	2.63 A	0.02 A	0.00 A
93.3	91.10 A	2.83 A	0.04 A	0.00 A
86.7	94.91 A	2.94 G	0.02 A	0.00 A
80.0	99.49 A	3.27 A	0.04 A	0.00 A
70.0	104.67 A	3.50 F	0.03 A	0.00 A
60.0	110.27 A	3.67 F	0.03 A	0.00 A
50.0	115.94 A	3.77 F	0.03 A	0.00 A
40.0	121.48 A	3.93 F	0.03 A	0.00 A
30.0	126.94 A	4.06 L	0.02 A	0.00 A
20.0	132.33 A	4.23 F	0.00 A	0.00 A
10.0	137.64 A	4.33 L	0.02 A	0.00 A
0.0			0.00 A	0.00 A

MAXIMUM COMPRESSION IN MAST MEMBERS (kip)

ELEV ft	LEGS	DIAG	HORIZ	BRACE
199.0	-3.51 G	-1.63 B	-0.51 E	0.00 A
194.2	-7.65 G	-1.56 H	-0.05 G	0.00 A
189.5	-13.54 G	-2.84 B	-0.07 A	0.00 A
184.7	-21.40 G	-2.99 H	-0.06 G	0.00 A
180.0	-28.94 G	-3.33 G	-0.51 E	0.00 A
175.0	-37.64 G	-2.97 H	-0.06 G	0.00 A
170.0	-43.88 G	-2.94 H	-0.01 G	0.00 A
165.0	-50.55 G	-2.63 H	-0.05 G	0.00 A
160.0	-55.85 G	-2.64 B	-0.02 G	0.00 A
155.0	-61.41 G	-2.46 H	-0.03 G	0.00 A
150.0	-66.11 G	-2.50 G	-0.02 G	0.00 A
145.0	-70.97 G	-2.37 H	-0.03 G	0.00 A
140.0	-75.92 G	-2.66 G	-0.02 G	0.00 A
133.3	-81.74 G	-2.50 H	-0.03 G	0.00 A
126.7	-86.96 G	-2.62 G	-0.02 G	0.00 A
120.0	-92.27 G	-2.54 G	-0.03 G	0.00 A
113.3	-97.24 G	-2.67 G	-0.01 G	0.00 A
106.7	-102.26 G	-2.65 G	-0.02 G	0.00 A
100.0	-107.14 G	-2.79 G	-0.01 G	0.00 A
93.3	-112.32 G	-2.97 G	-0.03 G	0.00 A
86.7	-117.49 G	-3.00 G	-0.01 G	0.00 A
80.0	-123.71 G	-3.46 G	-0.02 G	0.00 A
70.0	-131.88 G	-3.71 G	-0.02 G	0.00 A
60.0			-0.02 G	0.00 A

50.0	-139.88 G	-3.79 G	-0.02 G	0.00 A
40.0	-147.66 G	-3.95 G	-0.02 G	0.00 A
30.0	-155.57 G	-4.05 G	-0.01 G	0.00 A
20.0	-163.49 G	-4.23 G	0.00 G	0.00 A
10.0	-171.54 G	-4.33 G	-0.01 G	0.00 A
0.0	-179.53 G	-4.51 G	0.00 A	0.00 A

MAXIMUM INDIVIDUAL FOUNDATION LOADS: (kip)

LOAD		COMPONENTS		TOTAL
NORTH	EAST	DOWN	UPLIFT	SHEAR
17.41 G	14.95 K	183.33 G	-140.08 A	17.41 G

MAXIMUM TOTAL LOADS ON FOUNDATION : (kip & kip-ft)

HORIZONTAL			DOWN	OVERTURNING			TORSION
NORTH	EAST	TOTAL @ 0.0		NORTH	EAST	TOTAL @ 0.0	
27.7 G	25.2 J	27.7 G	57.2 A	3272.2 G	2997.6 J	3272.2 G	-12.6 F

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES

Tower Description 199' S3TL Series HD1
Customer SBA NETWORK SERVICES INC
Project Number 18-2020-JDS-R1
Date 8/15/2017
Engineer KJT

Overall Loads:			
Factored Moment (ft-kips)	11384.84	Anchor Bolt Count (per leg)	6
Factored Axial (kips)	68.59		
Factored Shear (kips)	96.91		
Individual Leg Loads:		Tower eccentric from mat (ft)=	2
Factored Uplift (kips)	536.00		
Factored Download (kips)	594.00		
Factored Shear (kips)	58.00		
Width of Tower (ft)	23	Allowable Bearing Pressure (ksf)	2.50
Ultimate Bearing Pressure	5.00	Safety Factor	2.00
Bearing Φ s	0.75		
Bearing Design Strength (ksf)	3.75	Max. Factored Net Bearing Pressure (ksf)	3.33
Water Table Below Grade (ft)	999		
Width of Mat (ft)	35.5	Minimum Mat Width (ft)	29.83
Thickness of Mat (ft)	1.5		
Depth to Bottom of Slab (ft)	6		
Bolt Circle Diameter (in)	15.5		
Top of Concrete to Top of Bottom Threads (in)	58		
Diameter of Pier (ft)	4.5	Minimum Pier Diameter (ft)	2.63
Ht. of Pier Above Ground (ft)	0.5	Equivalent Square b (ft)	3.99
Ht. of Pier Below Ground (ft)	4.5		
Quantity of Bars in Mat	59		
Bar Diameter in Mat (in)	1.27		
Area of Bars in Mat (in ²)	74.74		
Spacing of Bars in Mat (in)	7.22	Recommended Spacing (in)	6 to 12
Quantity of Bars Pier	24		
Bar Diameter in Pier (in)	0.875		
Tie Bar Diameter in Pier (in)	0.5		
Spacing of Ties (in)	12		
Area of Bars in Pier (in ²)	14.43	Minimum Pier A _s (in ²)	11.45
Spacing of Bars in Pier (in)	6.02	Recommended Spacing (in)	5 to 12
f'c (ksi)	4.5		
f _y (ksi)	60		
Unit Wt. of Soil (pcf)	0.11		
Unit Wt. of Concrete (pcf)	0.15		
Volume of Concrete (yd ³)	78.85		

MAT FOUNDATION DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Two-Way Shear:

Average d (in)	13.73		
ϕV_c (ksi)	0.238	v_u (ksi)	0.222
$\phi V_c = \phi(2 + 4/\beta_c)f'_c$	0.342		
$\phi V_c = \phi(\alpha_s d/b_o + 2)f'_c$	0.261		
$\phi V_c = \phi 4f'_c$	0.228		
Shear perimeter, b_o (in)	212.78		
β_c	1		

Stability:

Overturning Design Strength (ft-k)	15305.6	Factored Overturning Moment (ft-k)	12014.8
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One-Way Shear:

ϕV_c (kips)	667.0	V_u (kips)	581.1
Pier Design:			
Design Tensile Strength (kips)	779.3	T_u (kips)	536.0
ϕV_n (kips)	141.5	V_u (kips)	58.0
$\phi V_c = \phi 2(1 + N_u/(500A_g))f'_c$	141.5		
V_s (kips)	0.0	*** V_s max = $4 f'_c$ $b_w d$ (kips)	626.0
Maximum Spacing (in)	8.67	(Only if Shear Ties are Required)	
Actual Hook Development (in)	12.46	Req'd Hook Development l_{dh} (in)	9.16

*** Ref. ACI 11.5.5 & 11.5.6.3

Anchor Bolt Pull-Out:

$\phi P_c = \phi \lambda (2/3)f'_c$	345.0	P_u (kips)	536.0
Pier Rebar Development Length (in)	39.69	Required Length of Development (in)	26.91

Flexure in Slab:

ϕM_n (ft-kips)	4155.0	M_u (ft-kips)	4098.2
a (in)	2.75		
Steel Ratio	0.01278		
β_1	0.825		
Maximum Steel Ratio (ρ_l)	0.0197		
Minimum Steel Ratio	0.0018		
Rebar Development in Pad (in)	130.25	Required Development in Pad (in)	23.55

Condition	1 is OK, 0 Fails
Minimum Mat Width	1
Maximum Soil Bearing Pressure	1
Pier Area of Steel	1
Pier Shear	1
Two-Way Shear	1
Overturning	1
Anchor Bolt Pull-Out	1
Flexure	1
Steel Ratio	1
Length of Development in Pad	1
Interaction Diagram Visual Check	1
One-Way Shear	1
Hook Development	1
Minimum Mat Depth	1

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES

Tower Description 199' S3TL Series HD1

Customer Name SBA NETWORK SERVICES INC

Job Number 18-2020-JDS-R1

Date 8/15/2017

Engineer KJT

Factored Uplift (kips)	536
Factored Download (kips)	594
Factored Shear (kips)	58
Ultimate Bearing Pressure	9
Bearing Φ_s	0.75
Bearing Design Strength (ksf)	6.75
Water Table Below Grade (ft)	999
Bolt Circle Diameter (in)	15.5
Top of Concrete to Top of Bottom Threads (in)	58
Pier Diameter (ft)	5.5
Ht. Above Ground (ft)	0.5
Pier Length Below Ground (ft)	68
Quantity of Bars	24
Bar Diameter (in)	1
Tie Bar Diameter (in)	0.5
Spacing of Ties (in)	12
Area of Bars (in ²)	18.85
Spacing of Bars (in)	7.59
f'_c (ksi)	4.5
f_y (ksi)	60
Unit Wt. of Concrete (kcf)	0.15
Download Friction Φ_s	0.75
Uplift Friction Φ_s	0.75

Anchor Bolt Count (per leg) 6

Minimum Pier Diameter (ft) 2.63

Minimum Area of Steel (in²) 17.11

Volume of Concrete (yd³) 60.28
 Skin Friction Factor for Uplift 1
 Ignore Bottom Length in Download? ☐ Length to Ignore Download (ft) 0

Depth at Bottom of Layer (ft)	Ult. Skin Friction (ksf)	(Ult. Skin Friction)*(Uplift Factor)	γ (kcf)
100	0.50	0.50	0.15
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0
0	0.00	0.00	0

Download:

Factored Net Weight of Concrete (kips)	2.1
Bearing Design Strength (kips)	160.4
Skin Friction Design Strength (kips)	440.6
Download Design Strength (kips)	603.0

Factored Net Download (kips) 596.1

DRILLED STRAIGHT PIER DESIGN BY SABRE TOWERS & POLES (CONTINUED)

Uplift:

Nominal Skin Friction (kips)	587.5
Wc, Weight of Concrete (kips)	244.1
W _R , Soil Resistance (kips)	14610.4
ΦsWr+0.9Wc (kips)	11177.5

Uplift Design Strength (kips)

960.3

Factored Uplift (kips)

536.0

Pier Design:

Design Tensile Strength (kips)

1017.9

T_u (kips)

536.0

ΦV_n (kips)

272.9

V_u (kips)

58.0

ΦV_c=Φ2(1+N_u/(500A_g))f'_c^{1/2}b_wd (kips)

272.9

V_s (kips)

0.0

*** V_s max = 4 f'_c^{1/2}b_wd (kips)

935.1

Maximum Spacing (in)

7.10

(Only if Shear Ties are Required)

*** Ref. ACI 11.5.5 & 11.5.6.3

Anchor Bolt Pull-Out:

ΦP_c=Φλ(2/3)f'_c^{1/2}(2.8A_{SLOPE}+ 4A_{FLAT})

515.3

P_u (kips)

536.0

Rebar Development Length (in)

38.76

Required Length of Development (in)

23.55

Condition	1 is OK, 0 Fails
Download	1
Uplift	1
Area of Steel	1
Shear	1
Anchor Bolt Pull-Out	1
Interaction Diagram Visual Check	1



DN01822 – Antenna Centerline analysis

Kevin Durning

RF Design

Engineer

T-Mobile
Confidential

7/11/2017

DN01822 is very important to T-Mobile's plan to provide indoor LTE service to all of Casper, WY

- There are 3 objectives for DN01822 :
 - Provide indoor service to the residential core of Casper, WY
 - Provide indoor services to the residences due south of the city center, and in and around Allendale, WY
 - Provide contiguous services along Wyoming Blvd, Outer drive, and Casper Mountain Rd.
- The following analysis shows that there is a moderate reduction in in-building services in the core residential area of Casper, when reducing antenna centerline(ACL) from 250ft to 195', but a significant reduction in in-building services in the same area when reducing antenna centerline(ACL) from 195ft to 80'.

Change in T-Mobile Coverage in Residential and Commercial areas in Casper, WY by Antenna Center line

Statistics for LTE - LTE: Best RSRP-PCC_GIS_LTE, Outdoor, LPCSS_P [Clipboard-DN01822A_80ft_320az]

Clutter breakdown

Clutter	Total area(km ²)	Covered area(km ²)	Covered area(%)	Area(km ²)[Category 1]	Area(%) [Category 1]
Commercial Industrial	9.060	2.210	24.393%	2.210	24.393%
Residential with Trees	23.370	7.190	30.766%	7.190	30.766%

Statistics for LTE - LTE: Best RSRP-PCC_GIS_LTE, Outdoor, LPCSS_P [Clipboard-DN01822A_195ft_320az]

Clutter breakdown

Clutter	Total area(km ²)	Covered area(km ²)	Covered area(%)	Area(km ²)[Category 1]	Area(%) [Category 1]
Commercial Industrial	9.060	3.210	35.430%	3.210	35.430%
Residential with Trees	23.370	10.080	43.132%	10.080	43.132%

Statistics for LTE - LTE: Best RSRP-PCC_GIS_LTE, Outdoor, LPCSS_P [Clipboard-DN01822A_250ft_320az]

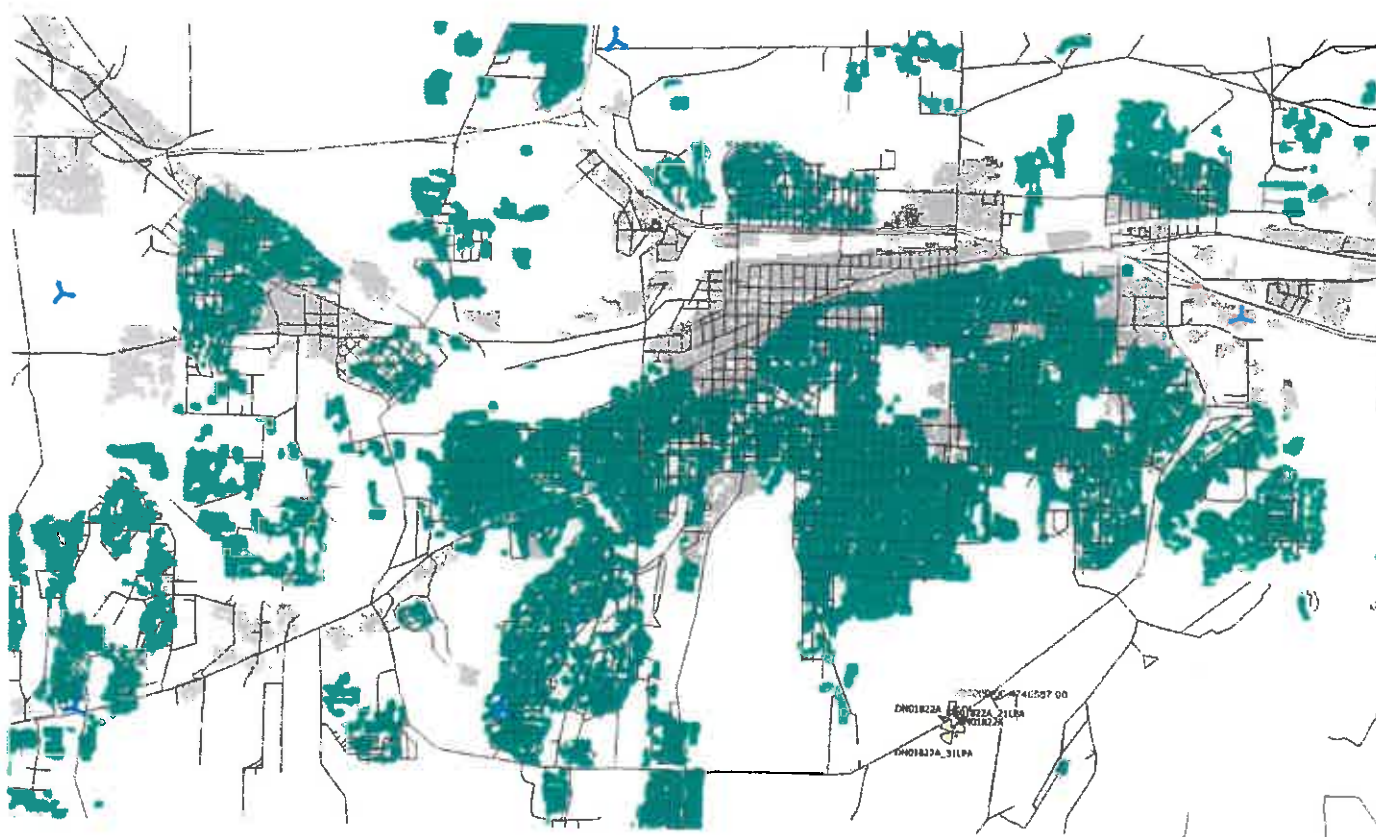
Clutter breakdown

Clutter	Total area(km ²)	Covered area(km ²)	Covered area(%)	Area(km ²)[Category 1]	Area(%) [Category 1]
Commercial Industrial	9.060	3.610	39.845%	3.610	39.845%
Residential with Trees	23.370	11.770	50.364%	11.770	50.364%

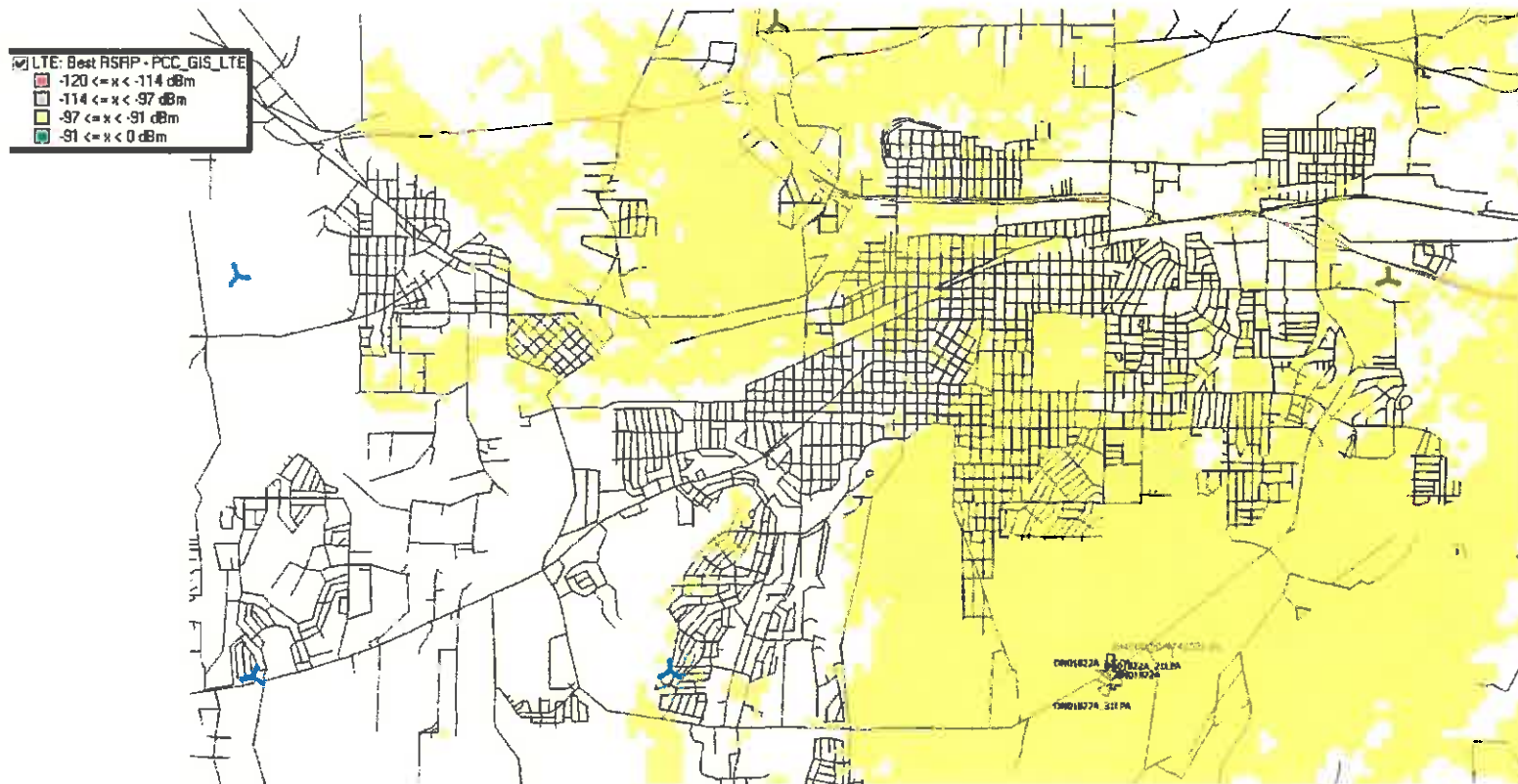
Google Earth DN01822



Residential area in and around Casper DN01822- in Yellow and Green

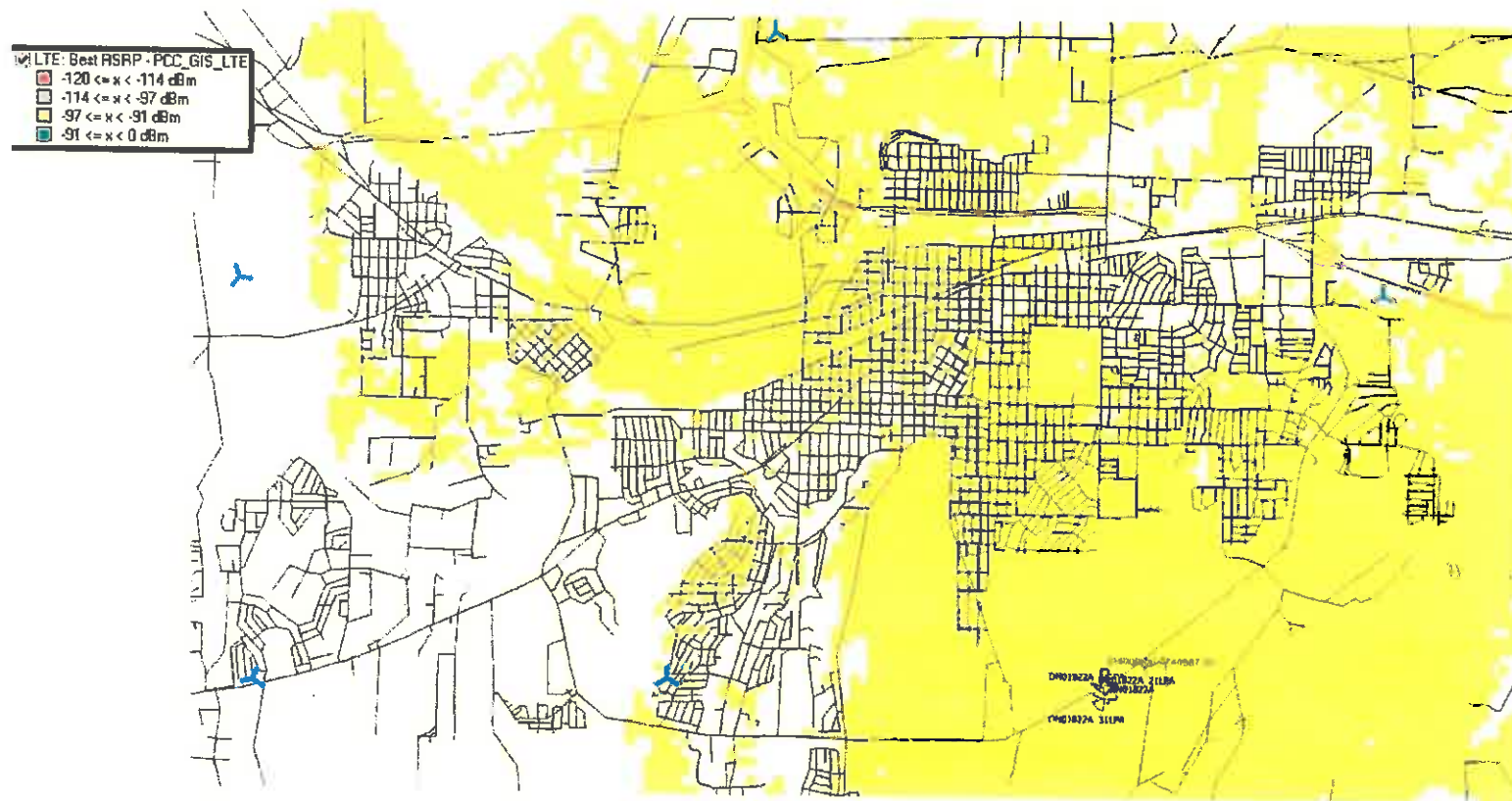


DN01822: L1900— Best RSRP: -97dBm (in-building) 80'



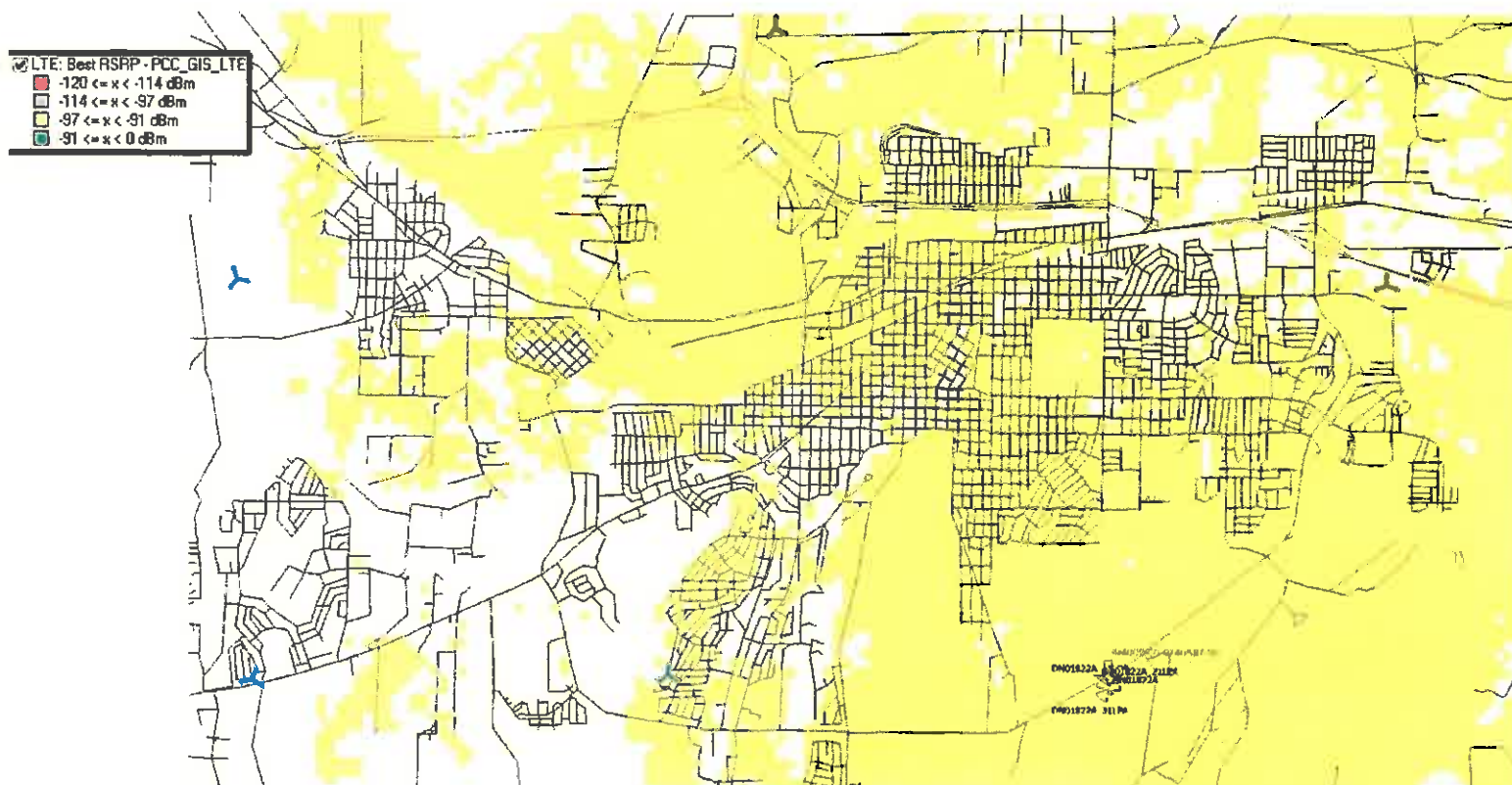
6

DN01822: L1900- Best RSRP -97dBm (in-building) 195'



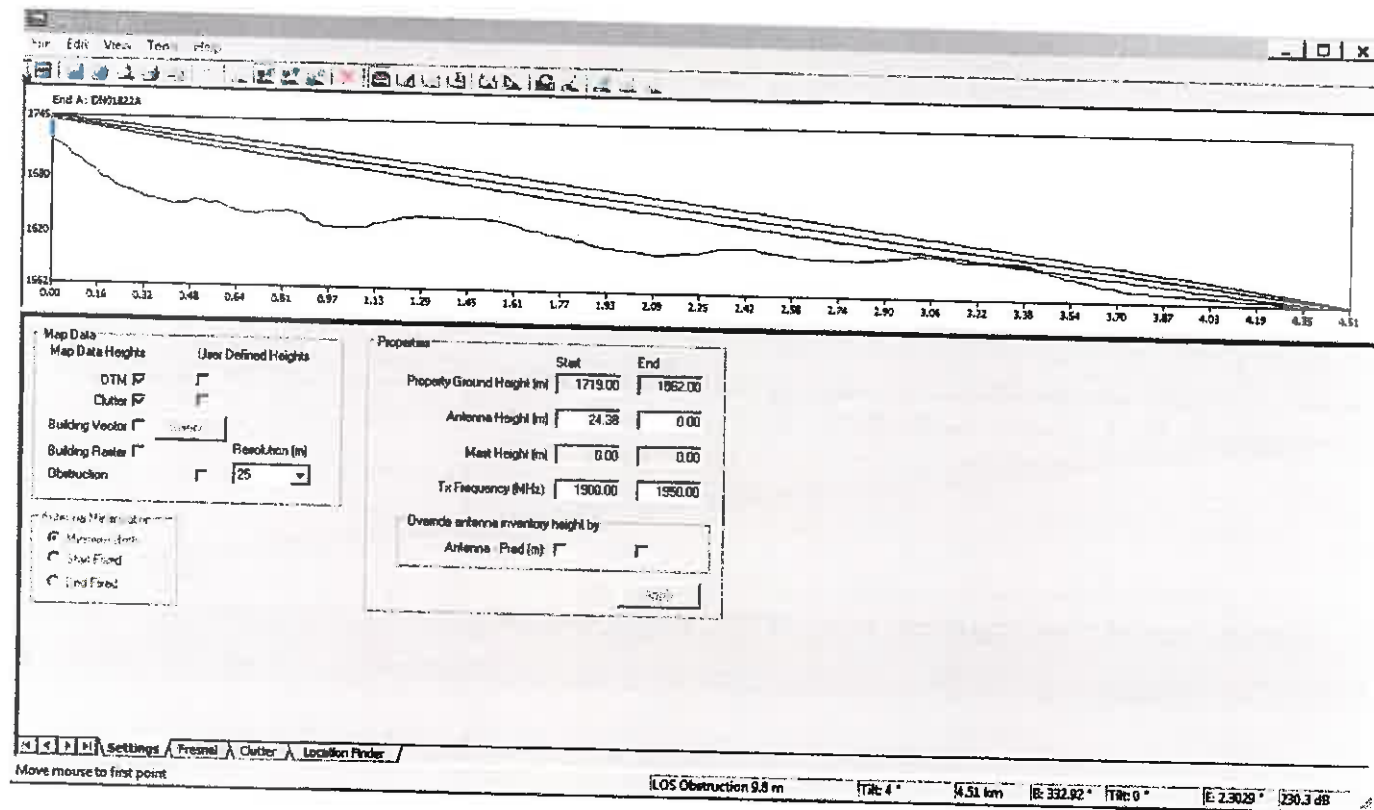
7

DN01822: L1900- Best RSRP: -97dBm (in-building) 250'



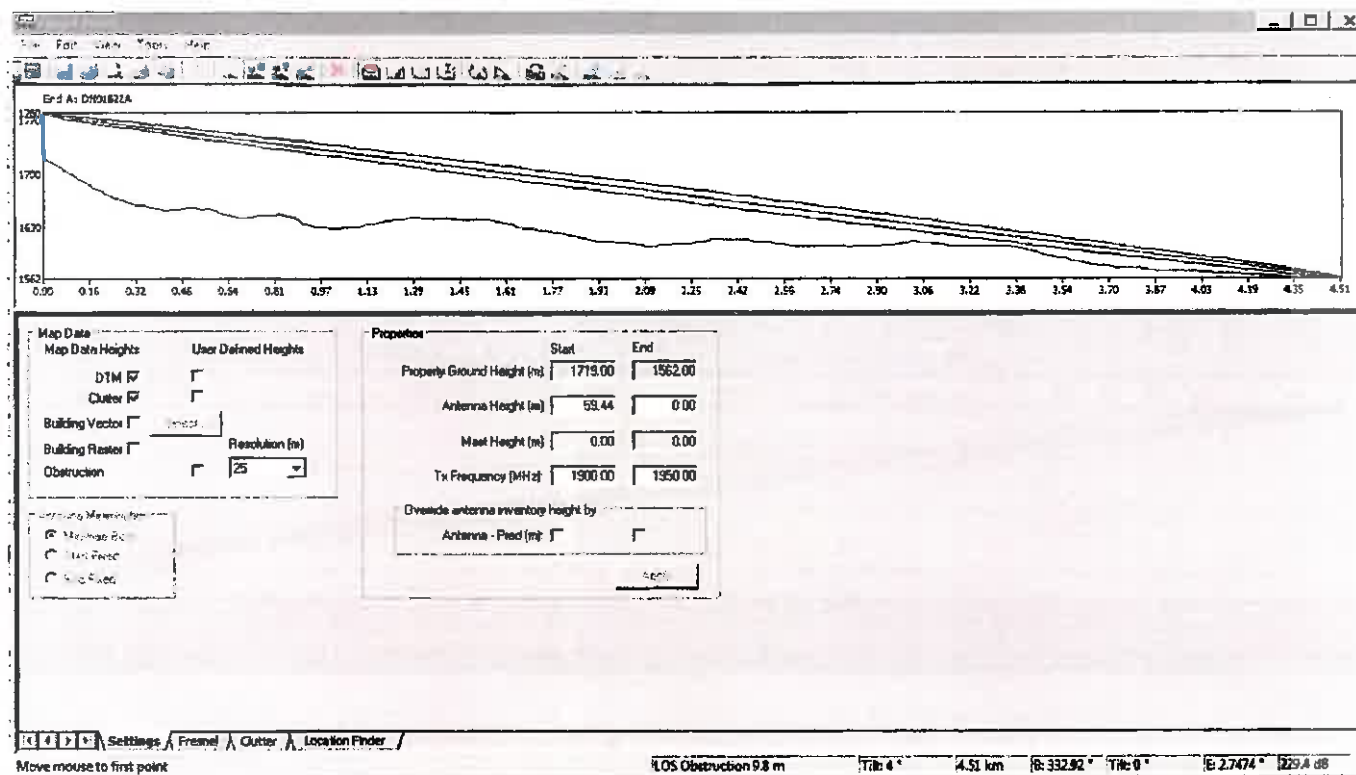
8

DN01822: terrain profile to downtown from ACL 80'



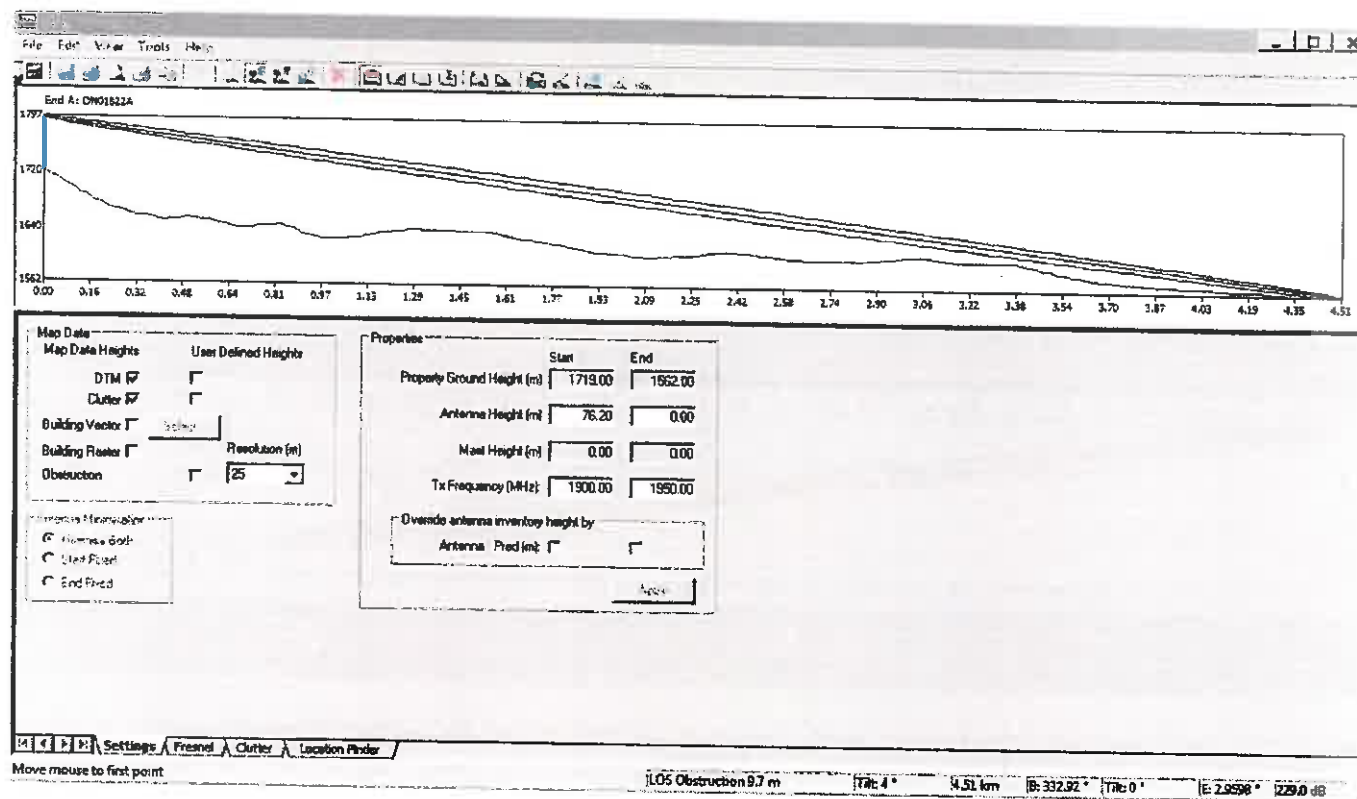
9

DN01822: terrain profile to downtown from ACL 195'



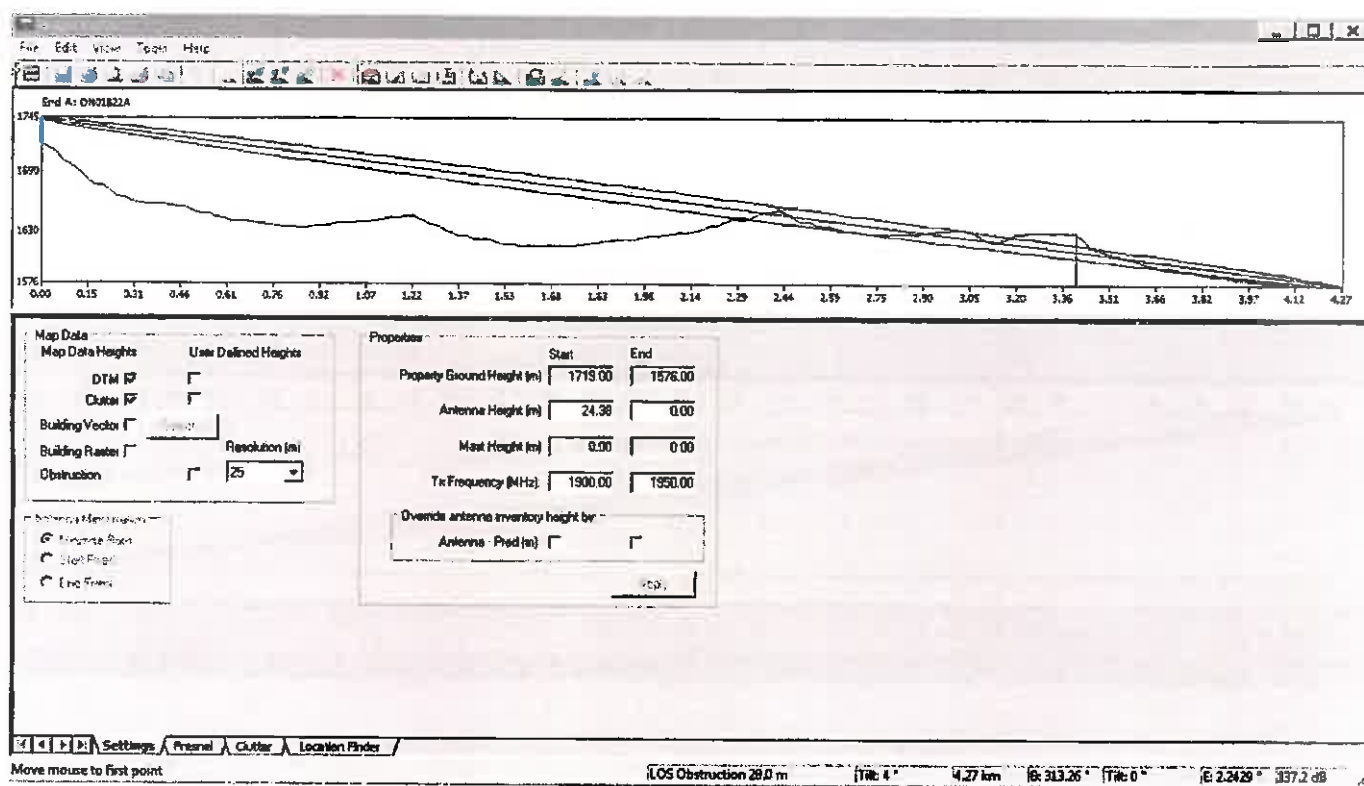
10

DN01822: terrain profile to downtown from ACL 250'



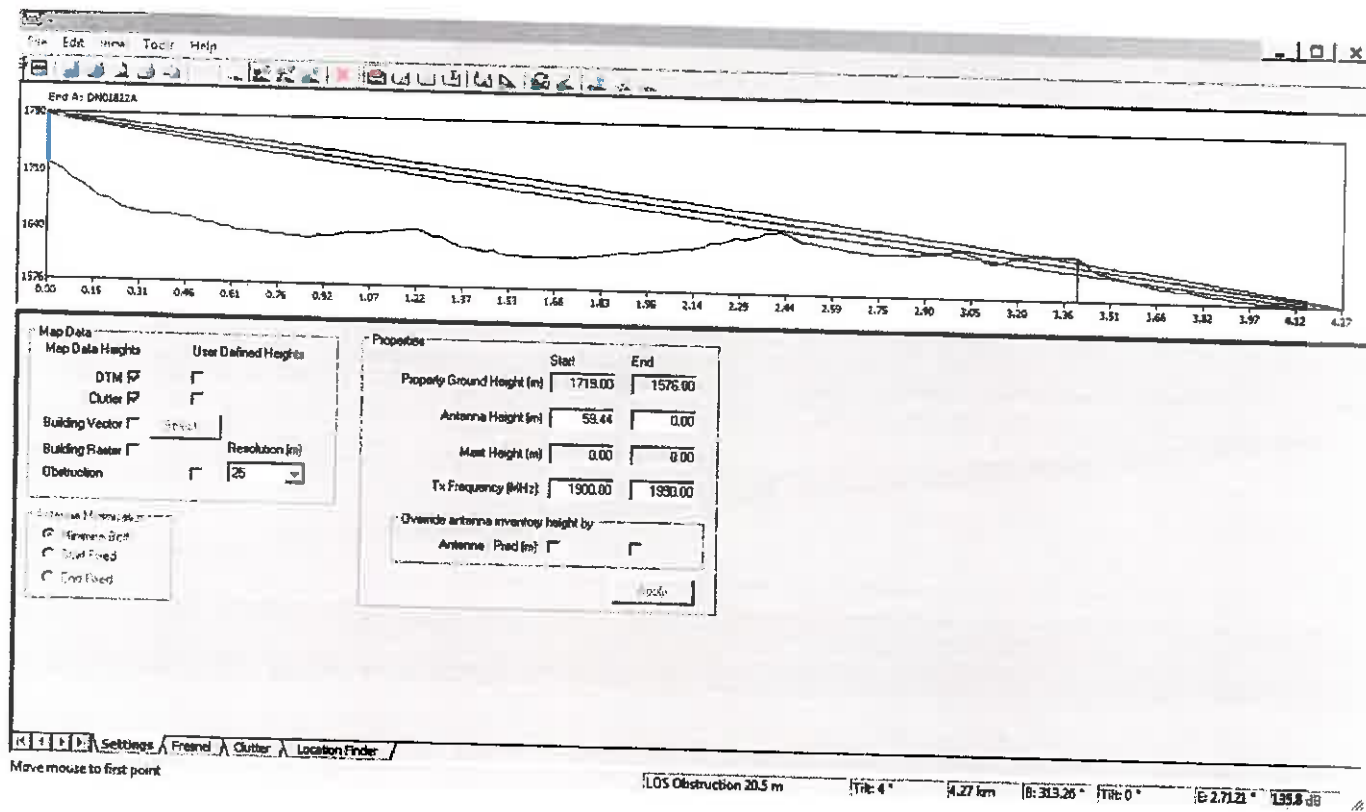
11

DN01822: terrain profile area between CY Ave and Collins Dr. in Casper, WY from ACL 80'



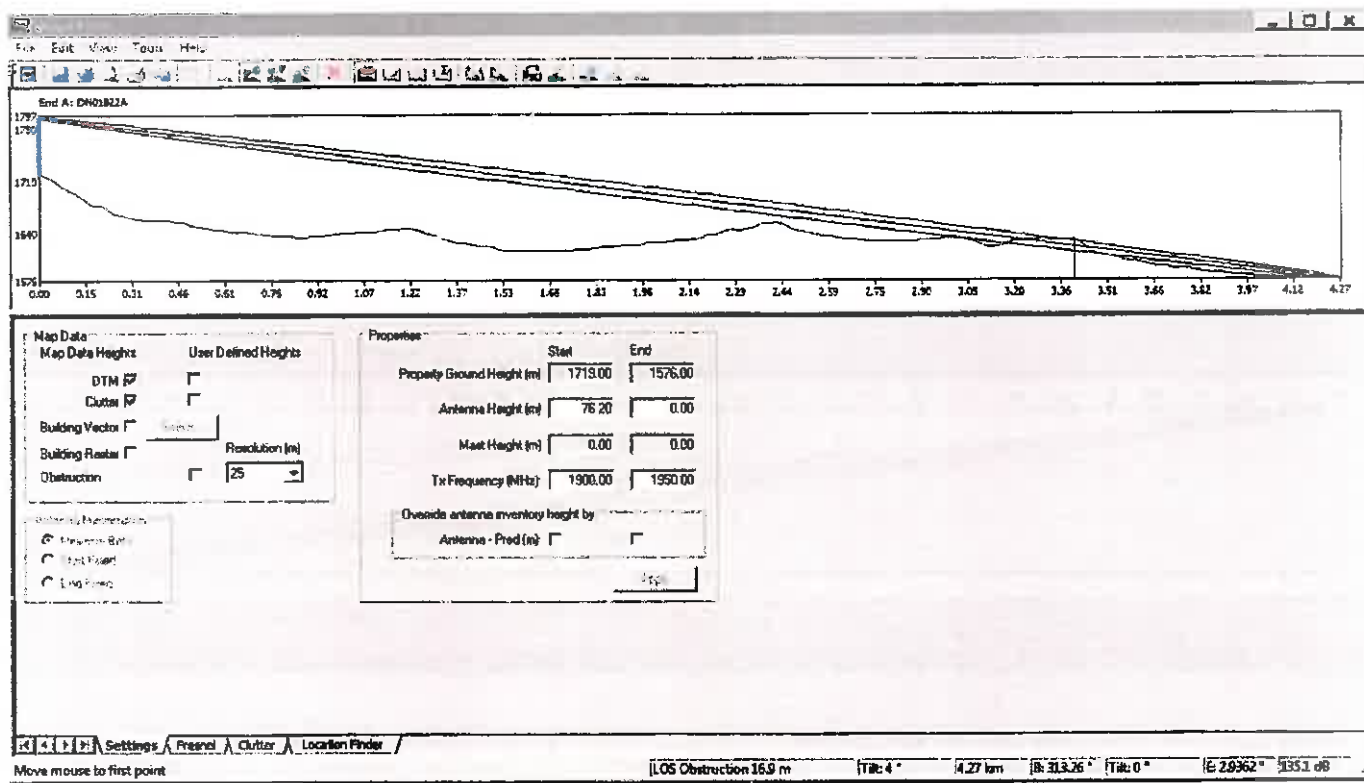
12

DN01822: terrain profile area between CY Ave and Collins Dr. in Casper. WY from ACL 195'



13

DN01822: terrain profile area between CY Ave and Collins Dr. in Casper, WY from ACL 25



14

Amend Conditional Use Permit CU01-010 as CUP17-7

Staff Report: November 2, 2017

For

November 14, 2017

Planning and Zoning Commission

And

December 5, 2017

Board of County Commissioner Meeting

Applicant: SBA Communications Corp

Request: Amend Conditional Use Permit CU01-010 to remove the 95' wooden pole communication tower and replace it with a new 199' lattice/self-support tower.

Location and Zoning

The tower is located at 3000 SE Wyoming Blvd., just north of the intersection of Scenic Route and Wyoming Blvd.

The tower is located in the Urban Agriculture (UA) Zoning District. The north, east and south are Urban Agriculture and the west is Suburban Residential One (SR-1).

Background

SBA Towers Inc. applied for a Conditional Use Permit in July of 2000. The application was for a 95' Communication Tower. The Board of County Commissioners considered the application on October 3, 2000 and denied the application.

The matter was reviewed by the United State District Court under the Telecommunication Acts of 1996. The Court concluded that the decision of the Board to deny the SBA's application was made in violation of the TCA, in that it is not supported by substantial evidence and was made primarily in response to generalized constituent opposition to the proposed tower. On May 10, 2001, the District Court issued a judgement ordering the Board of County Commissioners to approve the application and issue a Conditional Use Permit.

On June 5, 2001, Resolution 37-01 was recorded approving Conditional Use Permit CU01-010 by the Natrona County Board of County Commissioners.

Objectives

There are 3 objectives for increasing the height of this tower:

- Provide indoor service to the residential core of Casper
- Provide indoor services to the residences due south of the city, and in and around Allendale area
- Provide contiguous services along Wyoming Blvd, Outer Drive and Casper Mountain Road.

The analysis that was provided shows that there is a moderate reduction in in-building services in the core residential area of Casper, when reducing the structure from 250ft to 195ft, but a significant reduction in the in-building services in the same area when reducing antenna height from 195ft to 80ft.

(Please see packet provided by T-Mobile for the full analysis)

General Standards

Criteria for Approval

1. Will granting the amendment contribute to an overburdening of county services?

The amendment is to the tower height and not the location. The location has already been approved by Conditional Use Permit (CU01-010). Access is from a State Highway and is maintained by SBA. No county services are required for this height increase.

Proposed Finding of Fact. The additional height will not contribute to an overburdening of county services.

2. Will granting the amendment cause undue traffic, parking, population density or environmental problems?

The additional height will not change how the tower is serviced. No additional traffic, parking or population density is anticipated.

Proposed Finding of Fact. The tower site is unmanned. Traffic and parking will not be increased except in times that the tower is being serviced.

3. Will granting the amendment impair the use of adjacent property or alter the character of the neighborhood?

The height increase will not impair the use of adjacent properties. C.E. Swinney owns the property and leases this portion to SBA for their Communication Tower. The property is used for grazing and an acre was recently sold to the City of Casper for the new water tank.

Proposed Finding of Fact. The height increase will not impair the use of adjacent properties. The tower is located on a large parcel and meets the setbacks of 110% of the height from any property lines or Rights-of-Way.

There has been a Communication Tower on this parcel of land since 2001. The increase in height should not alter the character of the neighborhood.

4. Will granting the amendment detrimentally affect the public health, safety and welfare, or nullify the intent of the Development Plan or Zoning Resolution?

The Zoning Resolution requires that any permanent structure greater than 50' in height be submitted to the Natrona County International Airport Board of Trustees and the Airport Manager for review. The application, tower profile and compound layout were sent to Glenn Januska, Airport Manager on September 5, 2017. Mr. Januska does not see any issues with the construction of this tower (email dated September 20, 2017).

The Development Plan recommends coordination with the City of Casper since this is within their growth area. Staff did receive opposition from the City of Casper in regards to the height increase for this tower. The City of Casper Comprehensive Plan recommends protecting views of Casper Mountain.

Proposed Finding of Fact. The increase in tower height will not detrimentally affect the public health, safety and welfare or nullify the intent of the Development Plan or Zoning Resolution.

Public Comment

As of the date of this staff report, there has been one comment received via email from the City of Casper and two verbal comments in opposition from adjacent neighbors.

Staff sent the public notice to 431 neighbors within 1 mile.

Recommendation

Staff proposes a motion and vote by the Planning and Zoning Commission to recommend approval of the requested amendment to Conditional Use Permit CU01-010 as CUP17-7, by the Board of County Commissioners and incorporate by reference all findings of fact set forth herein and make them a part thereof.

From: [Craig Collins](#)
To: [Trish Chavis](#)
Subject: RE: Cell Tower on Wyo Blvd
Date: Thursday, August 24, 2017 10:02:36 AM

That is extremely tall, and it is on top of a dang hill! Not sure if it matters but the City is not in favor. Understand it is in the County, but is contrary to our Comp Plan and protecting views of the mountain, etc. Please keep us in the loop.....

Thanks

From: Trish Chavis [mailto:tchavis@natronacounty-wy.gov]
Sent: Thursday, August 24, 2017 10:00 AM
To: Craig Collins <ccollins@casperwy.gov>
Subject: Cell Tower on Wyo Blvd

Craig-

We have an application for this cell tower. The original Conditional Use Permit was for a 95' Cell Tower, they are applying for an amendment to increase the height to 199'. We have not received all the information yet so it has not been put on our agenda for PC or BOCC.

If you have any questions please let me know.

Trish Chavis, Planner
Natrona County Development Department
200 N. Center St. Ste 202
Casper, WY 82601
(307)235-9330

All Natrona County e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

All City of Casper e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.

From: [Glenn Januska](#)
To: [Trish Chavis](#)
Subject: RE: New Cell Tower
Date: Wednesday, September 20, 2017 3:01:35 PM

Thanks Trish. We've reviewed it, and had the FAA Tower people look at it, and we don't see any issues with the construction.

Glenn

From: Trish Chavis [mailto:tchavis@natronacounty-wy.gov]
Sent: Tuesday, September 5, 2017 12:47 PM
To: Glenn Januska <gjanuska@iflycasper.com>
Subject: New Cell Tower

Glenn-

I have attached a site plan for a proposed cell tower located just off of Wyoming Blvd (across from Scenic Rte intersection). There is an old wooden pole tower that is approximately 95'. The tower that they are requesting to replace this with is 199' plus a lightning rod. The elevation of the site is 5656 1/2 feet.

Please let me know if you have any questions/concerns with this tower

Thank you,

Trish Chavis, Planner
Natrona County Development Department
200 N. Center St. Ste 202
Casper, WY 82601
(307)235 9330

All Natrona County e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 *et seq.*, and are subject to public disclosure pursuant to this Act.



11-07-2017

Natrona County Planning and Zoning Commission
200 North Center
Casper, WY 82601

Members of the Natrona County Planning and Zoning Commission,

I am writing in response to the notice I received in regards to the conditional use permit application filed by SBA Communications Corporation to remove the existing 95' tall wooden tower and erect a 199' tall lattice steel self support tower.

I will refresh the past history of this tower.

In the years of 2000 and 2001, the then Natrona County Planning and Zoning Commission and the Natrona County Commission denied the permit application submitted by SBA Communications Corporation to erect a 120 foot steel communications tower at this same location.

SBA Communications took the Natrona County Commission to District Court. The District Court awarded the decision to SBA Communications, which allowed them to erect the 95 foot tall wooden laminate tower that exists today.

SBA Communications agreed to address the following issues and concerns in the court order dated the 10th of May 2001 (pages four and five of the District Court Judgment):

1. Erect an aesthetically appealing wood laminate tower.
2. Erect the tower no taller than 95 feet.
3. Erect a wooden fence around the perimeter of the tower lease.
4. The tower would allow for four additional wireless providers.

The Natrona County Planning and Zoning Department and the Natrona County Commissioners, then issued a conditional use permit, because SBA Communications met the necessary requirements requested by the planning department and the District Court. (Zoning Resolution 1-94).

I am in opposition to allowing SBA communications to erect a 199 foot tall lattice steel self support tower and to change the present use of the existing conditional use permit. There is no FCC rule that can direct you to change the height and type of the tower.

This action would go against the conditions established in the original conditional use permit, create a more visible impact on the horizon, and affect the use and future

development of Galles Stables properties as well as the values of the all the properties within the view shed of the taller more visible tower.

I have no method to gauge how this may affect our property values today or in the future. Neither does SBA Communications or others in the real estate market. It is however a value to be considered when it comes to allowing a conditional use permit. We already have one decision that was not made in the best interest to all of us that were involved in 2001. Let's not add to that poor decision and allow this tower to grow by 104 feet, made of a lattice steel construction and more visible than the one we presently are forced look at on a daily basis.

SBA Communications established the conditions to have this tower the height and type it is now. They should have to abide by their own agreed upon conditional use permit with the Natrona County Planning and Zoning Department and the Natrona County Commissioners. Should they wish to build a taller tower that will hold more carriers with more visible gear (see the tower where the two water tanks are located on City property on Country Club), then perhaps this tower would be better located there.

There is a big difference between a wooden power pole, a 95 foot tall wooden laminate tower and a 199' tall lattice steel self supporting tower. Even the City of Casper (see Craig Collins email) is not in favor of the visual impact the tower will have on the horizon.

You have to ask yourselves this question. Would I like this tower in my backyard? I am sure most of you would not. This tower should not be allowed into a neighborhood or anywhere where it will have this much exposure. Drive around the city and county. You will see that most of the big communication towers are located in and around hotels, shopping centers, tall buildings, commercial locations and out in the county away from residential areas typically. However, the City of Casper or perhaps it was Natrona County allowed a large monopole cell tower right next to the two large city water tanks on Country Club Road that is very close to a residential area in the city.

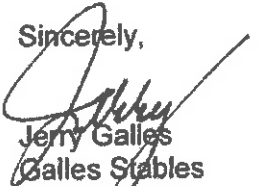
I would like to point out that SBA Communications started to do this new work with no conditional use permit. At least they didn't continue to work on the construction. They erected a portable secondary lattice steel tower to carry the equipment that is located on the existing wooden tower while they constructed the new tower. Notice it is not very tall, but will work for them while they build the proposed 199' tall steel lattice self supporting tower. If you deny the conditional use permit, this second tower should come down immediately.

Members of the Planning and Zoning Commission, this will not be the last attempt to put more towers on this ridge. If SBA is allowed to put this tower up it will add more hardware to this structure and the tower will become even more of an eyesore. The possibility exists that a request for another tower(s) will follow at some point in time in the future.

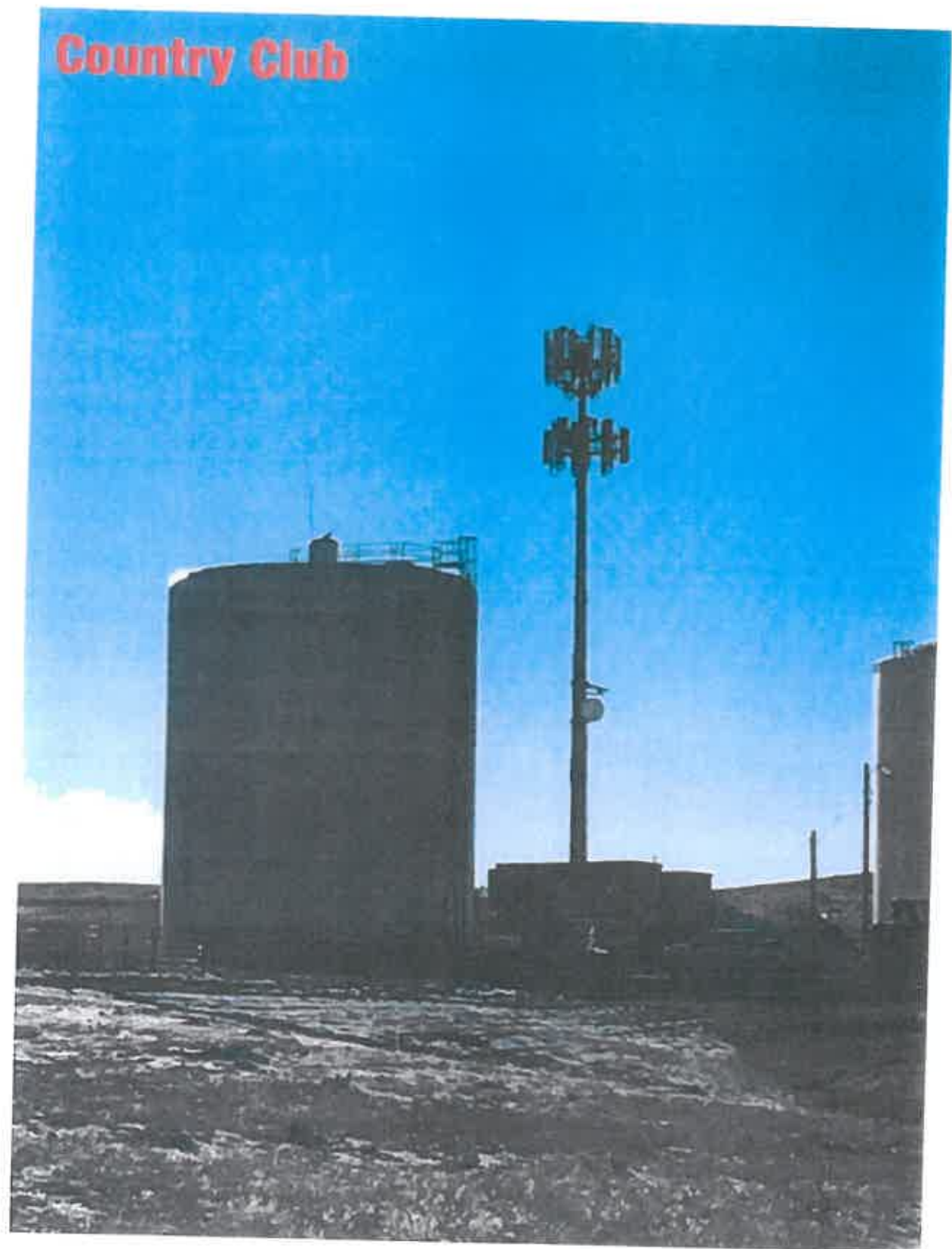
We need to stop this request now and not allow any more towers on this ridge or anywhere for that matter where it will be offensive to a neighborhood or the county. They have the conditional use permit they sued for in 2001 and that should be all they are allowed today, even with the new technology that is becoming available every day.

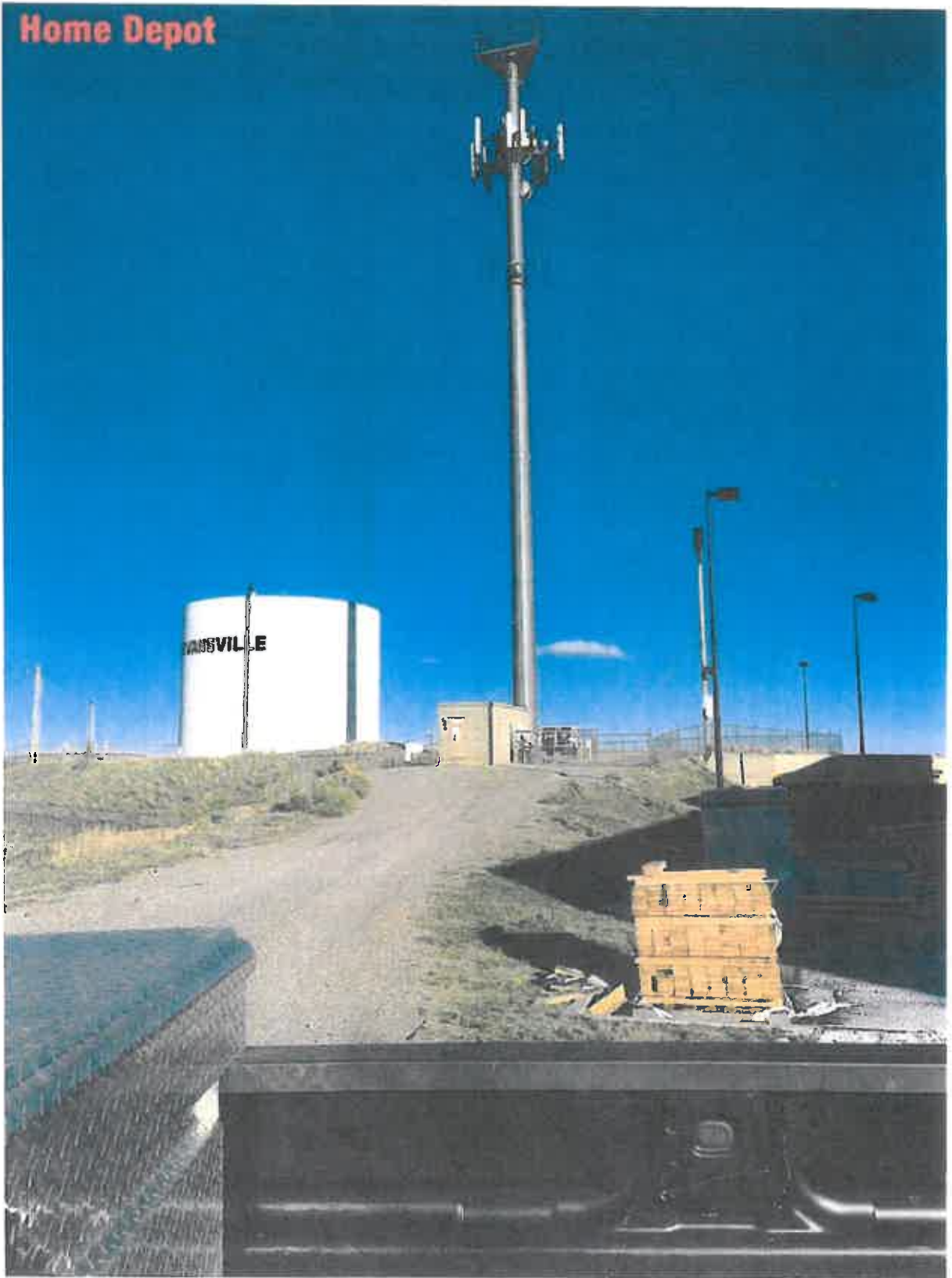
Recommend to them that they find a less visible location that will allow them to build the tower as tall as they need to accomplish their goals outside of the City of Casper corridor.

Sincerely,



Jerry Galles
Galles Stables
3332 Allendale
Casper, WY 82601









FILED
DISTRICT OF WYOMING
CHEYENNE

2001 MAY 10 PM 3:39

CLERK
U.S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF WYOMING

SBA, INC., d/b/a SBA CONSULTING SERVICES,
INC.,

Plaintiff,

v.

NATRONA COUNTY, WYOMING, a County of the
State of Wyoming, and BOARD OF COUNTY
COMMISSIONERS OF NATRONA COUNTY, WYOMING,
a body politic and corporate,

Defendants.

No. 00-CV-204-J

JUDGMENT

The Court having entered its "Order Granting Plaintiff/Appellant SBA's Request for Declaratory and Injunctive Relief," it is therefore

ORDERED, ADJUDGED AND DECREED that the decision of the Natrona County Board of County Commissioners denying the application of SBA, Inc., seeking a conditional use permit to build a telecommunications tower on the "Elkhorn" site, shall be, and is, **REVERSED**. It is further

ORDERED, ADJUDGED AND DECREED that the Natrona County Board of County Commissioners shall approve SBA's Elkhorn application and shall

ENTERED
ON THE DOCKET

5-10-01

(Date)

Betty A. Griesa, Clerk

by Johnnie S. [Signature]
Deputy Clerk

1

99

allow location, construction and operation of the Elkhorn telecommunications site without further delay. **It is further**

ORDERED, ADJUDGED AND DECREED that plaintiff recover of the defendants its costs of action, with all of the parties to bear their own attorneys' fees.

Dated this 10th day of May 2001.

William B. Johnson
UNITED STATES DISTRICT JUDGE

FILED
DISTRICT OF WYOMING
CHEYENNE

RECEIVED PM 3:40

CLERK
U.S. DISTRICT COURT

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING**

SBA, INC., d/b/a SBA CONSULTING SERVICES,
INC.,

Plaintiff,

v.

NATRONA COUNTY, WYOMING, a County of the
State of Wyoming, and BOARD OF COUNTY
COMMISSIONERS OF NATRONA COUNTY, WYOMING,
a body politic and corporate,

Defendants.

No. 00-CV-204-J

**ORDER GRANTING PLAINTIFF/APPELLANT SBA'S REQUEST FOR
DECLARATORY AND INJUNCTIVE RELIEF**

The "Opening Brief" of Plaintiff/Appellant SBA, Inc., d/b/a Consulting Services, Inc., and Defendants'/Appellees' Brief in Response and the Plaintiff's further reply have come before this Court for consideration. The Court has considered the parties' written submissions and the materials offered in support of their respective positions, the administrative record and all pleadings of record, the applicable law, is fully advised. For the reasons stated below, the Court FINDS and ORDERS as follows:

This is an action brought by SBA challenging the Natrona County Board of County Commissioners' (BOCC or Board) decision to deny SBA's application for a conditional use permit for a wireless communications tower (also sometimes called throughout the pleadings a personal wireless service facility). SBA asserts that the Board's decision constitutes a violation of the Telecommunications Act of 1996 (TCA) and raises constitutional issues, such as procedural and substantive due process violations as well as equal protection violations. SBA argues that the TCA limits the power of state and local governmental entities in their regulation of the placement, construction and modification of personal wireless service facilities in that (1) they may not discriminate among providers of functionally equivalent services or (2) prohibit or have the effect of prohibiting personal wireless service facilities. SBA asserts that neighborhood opposition to the proposed project is not a sufficient basis for denial of the application for its conditional use permit and also argues that under the TCA, visual impacts alone do not provide a basis for denying such applications.

The County does not disagree that the primary reason the Board denied the application was neighborhood opposition, but it does disagree that this is an impermissible basis for denial. Aesthetic and visual impacts are a proper

basis for denial of such applications. The County argues its decision is supported by substantial evidence in the record, including testimony at the public hearing and various letters and petitions that are included in the record. Residents near the proposed site for the facility stated the tower would be an eyesore and would reduce their property values and suggested that other, more appropriate sites are available for locating SBA's proposed tower.

SBA contends that this is the only site that would permit it to serve the east part of Casper and notes that the tower would be of the type that would permit co-location of various providers. It argues that it complied with the applicable zoning and planning regulations and requirements. When the Board imposed a moratorium after submission of its application to permit the Board to review and modify regulations relating to communications towers, SBA argues it was denied due process. SBA argues it has a right, pursuant to the TCA, to fill gaps in coverage; the County responds that it can require SBA to do so in the least intrusive manner possible.

This matter has been submitted upon the parties' written stipulation that the case should come before this Court for review in the manner described in Olenhouse v. Commodity Credit Corp., 42 F.3d 1560 (10th Cir. 1994), and that the Court should base its decision on the evidence submitted at the

administrative level and included in the administrative record. See Docket Entry No. 12.

The relevant facts as derived from the parties' written submissions are as follows:

On July 18, 2000, SBA applied for a conditional use permit with the Natrona County Planning Department for construction of a telecommunications tower at a site known as Elkhorn (sometimes called the Elkhorn application or Elkhorn tower). SBA had acquired a land lease for the tower site and had filed a site plan.

Earlier, SBA had applied to construct a tower at another location known as Scenic Drive. That application had been voluntarily withdrawn to address neighborhood opposition. The Natrona County Planning and Zoning Commission (PZC) denied the Scenic Drive application.

SBA's Elkhorn application described its need for a telecommunications tower and addressed issues and concerns that had been expressed at the Scenic Drive hearing. SBA states its Elkhorn application made substantial concessions, in that it agreed to (1) move to a new location; (2) erect a wooden fence around the tower base instead of using a chain link fence; (3) lowered the tower height from 120 feet to 95 feet; and (4) used an aesthetically appealing

wood laminate tower instead of a steel tower. This proposed Elkhorn tower is a co-location tower that would provide space for up to four other wireless companies to place antennae. Pyxis would be the first to use this tower, and intends to use digital technology, which is not provided by any other Casper area wireless carrier.

With the application, SBA submitted technical information to demonstrate the need for the Elkhorn site, including a radio-frequency propagation study depicting wireless telecommunication coverage from Elkhorn along with other sites.

The Natrona County Planning Department (Planning Staff) reviewed the Elkhorn application and prepared a staff report, including findings:

- the Elkhorn site property is zoned Agriculture under the Natrona County Zoning Resolution
- the Zoning Resolution allows telecommunications towers such as the SBA Elkhorn Tower in lands zoned Agriculture as conditional uses
- SBA had re-designed the tower to address neighborhood concerns
- SBA met the five criteria required by the Zoning Resolution for issuance of a conditional use permit and its application would not violate these five criteria

- Planning Staff recommended approval of the SBA Elkhorn application

The resolution that was in effect at the time that the Elkhorn application was filed (Zoning Resolution 1-94) guides the BOCC by the intents, purposes, goals, and policies of the Zoning Resolution, and sets out five specific requirements for issuance of a conditional use permit. Those specific conditions include (1) the owner of record or contract purchaser has signed the application; (2) granting the conditional use permit will not contribute to an overburdening of county services; (3) granting the conditional use permit will not cause undue traffic, parking, population density or environmental problems; (4) granting the conditional use permit will not impair the use of adjacent property or alter the character of the neighborhood; and (5) granting the conditional use permit will not detrimentally affect public health, safety and welfare, or nullify the intent of the land use plan or the resolution.

PZC held a public hearing on the Elkhorn application August 8, 2000. Before the hearing, SBA informed PZC that SBA had addressed issues and concerns that the PZC and area residents had raised earlier regarding the Scenic Drive application. These changes and concessions were described by SBA's representative at the public hearing.

At the August 8 hearing, a Pyxis representative noted SBA had considered

other possible tower locations, but that the other locations did not meet Pyxis's coverage needs. Pyxis testified about "dead zones" of coverage in the Eastgate, Casper Country Club and Wyoming Boulevard areas, which are the SBA's coverage objective areas. He also noted that Elkhorn site would enable Pyxis to meet federal mandates to provide wireless 911 coverage.

Several area residents spoke against the SBA proposal at the August 8 hearing, describing their aesthetic concerns and suggesting that SBA move the tower elsewhere. Residents urged PZC to impose a moratorium on telecommunications towers and to table SBA's application until the BOCC could enact specific telecommunications tower zoning regulations.

To close the August 8 hearing, a PZC member suggested the SBA application be tabled "pending a moratorium in order to regulate additional towers in the County." The PZC then indefinitely tabled SBA's application.

August 11, 2000, SBA requested that the PZC revoke the indefinite tabling of its application. PZC set the matter for September 6, 2000. SBA asked the PZC to simply meet to approve the application. SBA did, however, state that if the PZC held a second public hearing it would again explain its application and answer questions.

Before the September 6, 2000 hearing, SBA submitted more technical

information demonstrating the need for the Elkhorn site, including an Elevation Profile demonstrating how the Elkhorn site would topographically tie in with Pyxis's existing golf course telecommunications tower. SBA also submitted an Elevation Profile depicting the potential un-impeded wireless coverage from Elkhorn to the Eastgate coverage objective area and submitted Elevation Profiles from the existing KTWO site to the Eastgate area, depicting a large hill that impedes wireless coverage from KTWO to Eastgate. It also submitted other maps showing how the Elkhorn site fit in the Pyxis system and maps of potential sites considered but rejected.

SBA had looked for other potential tower sites. These included a site in Evansville, Wyoming (where it would not have been subject to zoning regulations), a Hat Six Road site, a site owned by Sid Baldwin near the base of Casper Mountain, as well as a site near the City of Casper's water tower. These other sites were rejected by SBA because they did not meet SBA's technical requirements and were not feasible alternatives.

PZC met September 6, 2000. PZC opened the meeting without opening a public hearing and immediately denied SBA's application. It did not take public testimony or ask SBA to explain its application. SBA appealed the PZC decision and asked to be heard at the October 3 BOCC meeting.

Before the October 3 BOCC hearing, BOCC enacted two moratoria "on the application, review, and approval of communications towers." These continued in effect until January 1, 2001 or until the BOCC could amend the Zoning Resolution to include specific regulations governing telecommunications towers. The Zoning Resolution was in fact amended by the BOCC in December 2000 to include telecommunications tower regulations. It does not appear, however, that the moratoria affected then-pending applications for conditional use permits.

BOCC conducted a public hearing and considered SBA's application at the October 3, 2000 hearing.¹ At the hearing, SBA's lessor submitted a letter noting that the proposed tower "does not block anyone's view of Casper Mountain." A Pyxis representative said Pyxis would use the SBA Elkhorn tower, even though its competitors eventually would also use the tower. Pyxis's agent

¹The minutes of the October 3, 2000 meeting (at Plaintiff's Appendix, Exhibit 3) reflect that another application for a conditional use permit for another 250' communications tower was also denied. At the public hearing, residents, including Dan Stoops, George Pridham, Nora Pridham, Mike Evon, Loraine Stoops, Jerry Galles and Mary Johnson opposed the application, and indicated that they believed property values would drop and that the tower should be located elsewhere in other locations. The minutes reflect that Commissioner Obert moved to deny that conditional use permit application, stating that there were less obtrusive sites that could have been utilized. The motion carried on a 4-0 vote.

noted that the serving multiple wireless service carriers, the SBA Elkhorn co-location tower would help avoid a proliferation of towers in Casper. A Casper resident spoke in favor of SBA, citing economic development.

SBA's representative spoke and discussed the Elkhorn proposal in detail. It submitted another technical report showing that the Elkhorn site was the only site that could "meet the present coverage objectives," and was "necessary to provide continuous coverage." The report also rejected several other suggested sites, noting that "no other offered site can fully satisfy the stated coverage objectives of Eastgate Neighborhood and Casper Country Club."

October 3, 2000, SBA also submitted a report from a Wyoming planning and zoning authority, Andrew C. Kasehagen. Kasehagen had toured the Elkhorn site and had reviewed relevant documents and zoning regulations. He opined that SBA's application complied with the existing Zoning Resolution and should be approved.

At the October 3, 2000 hearing, several area residents spoke against SBA's proposal, suggesting the tower be moved elsewhere. Letters had also been submitted by various residents to the BOCC prior to hearing opposing the application.

BOCC denied the SBA Elkhorn application at the October 3, 2000 hearing.

On October 23, 2000 the BOCC issued its Findings of Fact, Conclusion of Law and Order. (Plaintiff's Appendix, Vol. 1, No. 4 at 43-50.) BOCC determined that granting the conditional use permit to construct a 95 foot monopole communication tower in an area where no other communication towers or any other facilities of any kind exist would impair the use of adjacent properties or alter the character of the neighborhood, based primarily on the visual impact of the tower from homes near the vicinity. See Plaintiff's Appendix, No. 4 at 48-49 for the BOCC's Findings of Fact, Conclusions of Law and Order.

SBA appeals to this Court.

Summary of SBA's Arguments:

SBA argues that the BOCC decision violates the TCA because it is not supported by substantial evidence. The BOCC failed to explain its reasons for denying SBA's application and it failed to link its reasons to evidence in the record or explain why it rejected the Planning Staff findings. The BOCC did not introduce any evidence into the record regarding the criteria it used to reject SBA's application.

The BOCC decision had the effect of prohibiting the provision of personal wireless services in violation of the TCA. The BOCC decision results in a

significant gap in wireless coverage and the BOCC rejected the only feasible site. The decision was a de facto application of an impermissible moratorium on new telecommunications towers, a moratorium enacted by the BOCC while it drafted new zoning regulations to address applications like SBA's.

The BOCC decision also violates Wyoming law. BOCC improperly used a criterion not found in the BOCC's Zoning Resolution to reject SBA's application. The BOCC decision is arbitrary and capricious because BOCC failed to have in place definite and ascertainable standards for determination of zoning applications for telecommunications towers.

Summary of BOCC's Arguments:

The BOCC decision to deny the SBA'S application was in conformance with the TCA. The BOCC issued a written order of denial describing the rationale for its decision and there is substantial evidence in the record to support the decision. The BOCC decision to deny the SBA's application did not have the effect of prohibiting the provision of personal wireless services in violation of the TCA. The BOCC has no general ban of personal wireless service and SBA has not shown any policy having the effect of banning personal wireless service. The proposed site was not the only feasible site in the area.

The BOCC decision was also made in accordance with State law. The BOCC applied with the specific criteria for issuance of conditional use permits and found, based upon the testimony and documentation of neighboring property owners, that the criteria were not met.

Discussion

Relevant portions of the Telecommunications Act of 1996 relating to local zoning authority are set out in 47 U.S.C. § 332(c)(7). This provides:

(7) Preservation of local zoning authority

(A) General authority

Except as provided in this paragraph, nothing in this chapter shall limit or affect the authority of a State or local government or instrumentality thereof over decisions regarding the placement, construction, and modification of personal wireless service facilities.

(B) Limitations

(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof--

(I) shall not unreasonably discriminate among providers of functional equivalent services; and

(II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

(iii) Any decision of a State or local government or

instrumentality thereof to deny a request to place, construct, or modify personal wireless service facilities shall be in writing and supported by substantial evidence contained in a written record.

(iv) No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Commission's regulations concerning such emissions.

(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis. Any person adversely affected by an act or failure to act by a State or local government or any instrumentality thereof that is inconsistent with clause (iv) may petition the Commission for relief.

(C) Definitions

For purposes of this paragraph--

(i) the term "personal wireless services" means commercial mobile services, unlicensed wireless service, and common carrier wireless exchange access services;

(ii) the term "personal wireless service facilities" means facilities for the provision of personal wireless services; and

(iii) the term "unlicensed wireless service" means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services (as defined in section 309(v) of this title).

47 U.S.C. § 332(c)(7).

The parties disagree as to the appropriate burden of proof in challenging and appealing under the TCA. SBA asserts that the burden is upon the County;

the County asserts that SBA should shoulder the burden of proof. There is no clear Tenth Circuit authority that addresses this issue. Only two district court decisions in this circuit discuss the TCA in any context similar to that now before this Court; only one of those decisions specifically discusses allocation of the burdens of proof in these matters. See Sprint Spectrum, L.P. v. Board of County Commissioners of Jefferson County, Colorado, 59 F. Supp.2d 1101 (D.Colo. 1999) and Western PCS II Corporation v. Extraterritorial Zoning Authority of the City and County of Santa Fe, 997 F. Supp. 1230 (D.N.M. 1997).

In Sprint Spectrum, L.P. v. Board of County Commissioners of Jefferson County, Colorado, 59 F. Supp.2d 1101 (D.Colo. 1999), the district court stated:

Section 337(c)(7)(B)(iii) of the Act requires that any denial be supported by "substantial evidence contained in a written record." The "written record" includes the applications, transcripts, exhibits and other matters considered by the Board. See Winston-Salem, 172 F.3d at 315; Virginia Beach, 155 F.3d at 430.

Substantial evidence is more than a scintilla, less than a preponderance, and is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. Richardson v. Perales, 402 U.S. 389, 402, 91 S.Ct. 1420, 28 L.Ed.2d 842 (1971). Although this standard is deferential, [footnote omitted] a district court may not blindly affirm a decision; it must instead scrutinize the entire record to determine if the claim is supported by substantial evidence and the law has been correctly applied. Hogan v. Schweiker, 532 F. Supp. 639, 642 (D.Colo. 1982). For example, evidence is not substantial if it is overwhelmed by other evidence or if it is in reality mere conclusion. Gossett v. Bowen, 862 F.2d

802, 804-05 (10th Cir. 1988).

To decide whether substantial evidence exists to support the denial requires that I first resolve who has the burden of proof on this issue. Plaintiffs have assumed defendant has the "burden of showing that [its] decision is supported by substantial evidence." Plaintiffs' Response to Defendants' Cross Motion for Summary Judgment, page 13. Interestingly, defendants do not join issue on this important point. Although there is a split of authority, see *Oyster Bay*, 166 F.3d at 496-97, I conclude the better view is that the burden rests with the party seeking to overturn the decision. *Century Cellunet of S. Mich v. City of Ferrysburg*, 993 F. Supp. 1072, 1077 (W.D.Mich. 1997). That is consistent with the normal deference afforded such decisions. *Cellular Tel. Co. v. Zoning Bd. of Adjustment*, 24 F. Supp.2d 359, 366 (D.N.J. 1998). Accordingly, it is the plaintiffs' burden to establish that the Board's decision is not supported by substantial evidence.

Sprint Spectrum, L.P. v. Board of County Commissioners of Jefferson County, Colorado, 59 F. Supp.2d at 1105 (footnote omitted).

This decision has been criticized in a district court decision out of the Michigan district court, Laurence Wolf Capital management Trust v. City of Ferndale, 128 F. Supp.2d 441 (E.D.Mich. 2000). Discussing the burden of proof issue, that court stated:

The Act contains no provision explicitly assigning the burden of proof in matters of challenge and appeal. Citing Barwacz v. Michigan Dept. of Educ., 674 F. Supp. 1296 (W.D.Mich. 1987). (Enslin, J.), Defendant argues that, generally, it is appropriate to assign the burden of proof in administrative appeals to the party challenging the agency's findings and decision. See Id. at 1302. Defendant further points out that some district courts have

assigned the burden of proof under the Act to the party seeking to overturn an agency's decision. See, e.g., Century Cellunet of Southern Mich., Inc. v. City of Ferrysburg, 993 F. Supp. 1072, 1077 (W.D.Mich. 1997) (Enslen, C.J.), (citing Barwacz, 674 F. Supp. at 1302).

Most courts that have considered the issue, however, have concluded that the Act shifts the burden of proof to the agency denying an applicant's siting request. See SBA Comms., Inc. v. Zoning Comm'n, 112 F. Supp.2d 233, 236-37 (D.Conn. 2000) (citing cases). This Court adopts the majority position for two reasons.

First, the majority rule comports with Congress's intent and the Act's text. One of the chief reasons Congress passed the Act was to facilitate the rapid expansion of competitors into wireless-communications markets. See U.S. West Comms., 1998 WL 350588, at *1 (citing Iowa Utils. Bd. v. FCC, 120 F.3d 753, 791 (8th Cir. 1997)). Informed by that purpose, Congress required the agency denying a siting request to put its denial in writing and to support its decision with "substantial evidence contained in a written record." 47 U.S.C.A. § 332(c)(7)(b)(iii) (West 2000).

Under the Act, requiring an applicant to bear the burden of proof on appeal from an administrative decision would be inconsistent with Congress's intent and the statute's language because it is relatively easier and faster for the denying municipality, having created the administrative record in the first instance, to prove that its denial was in writing and was backed by substantial evidence. An unsuccessful applicant, conversely, would have to prove a negative on the basis of a record that it did not create; i.e., it would have to show that the denial was not in writing or was not supported by substantial evidence.

The second reason that this Court adopts the majority rule is that the minority rule is poorly supported. In Century Cellunet, the district court did no more than cite to Barwacz, a case decided

before passage of the Act. See Century Cellunet, 993 F. Supp. at 1977. Sprint Spectrum, L.P. v. Board of County Com'rs of Jefferson County, 59 F. Supp.2d 1101 (D.Colo. 1999), to which Defendant cites, does no more than cite to Century Cellunet and note that the minority approach is consistent with the normal deference afforded agency decisions. See id. at 1105. In Cellular Tel. Co. v. Zoning Bd. of Adjustment, 24 F. Supp.2d 359 (D.N.J. 1998), to which Defendant also cites, the term "burden of proof" appears exactly once, and the district court does not explain why it places the burden on the applicant. See id. at 367. None of these cases addresses Congress's concern with expediting the expansion of competitors into local telecommunications markets vis-a-vis the burden of proof. The court thus finds the minority position unpersuasive.

The court holds that the agency denying an applicant's request bears the burden of proof in matters of challenge and appeal under the Act.

Laurence Wolf Capital Management Trust v. City of Ferndale, 128 F. Supp.2d at 446. See also Airtouch Cellular v. The City of El Cajon, 83 F. Supp.2d 1158, 1164 (S.D.Calif. 2000) (noting split of authority among district courts on whether the burden of proof is on the plaintiff or defendant to demonstrate that the locality's decision was supported by substantial evidence, but not deciding the issue); Cellco Partnership v. Town Plan and Zoning Commission of the Town of Farmington, 3 F. Supp.2d 178, 182 (D.Conn. 1998) (stating "in cases brought under the Act, the government agency that denied a siting request bears the burden of proof[,]" citing cases); SBA Communications, Inc. v. Zoning

Commission of the Town of Brookfield, 112 F. Supp.2d 233 (D.Conn. 2000) (noting that denials of siting requests are subject to judicial oversight at a higher level of scrutiny than standard local zoning decisions in order to determine whether the denials were supported by substantial evidence); Cellular Telephone Company v. Town of Oyster Bay, 166 F.3d 490, 493, 496 (2d Cir. 1999) (denials subject to TCA are reviewed more closely than standard local zoning decisions; declining to decide issue as to allocation of burden of proof, as either way applicant would prevail).

This Court finds that the BOCC does have the burden of proof that its decision denying SBA's application is supported by substantial evidence, in reliance on the authority cited above. However, even if the Court is incorrect in its burden of proof analysis, under either allocation of the burden of proof, the Court finds that the BOCC's decision is not supported by substantial evidence and cannot be sustained.

In this case, there is no meaningful dispute between the parties that the TCA's written decision requirement has been satisfied. The BOCC issued written Findings of Fact and Conclusions of Law discussing its decision to deny the SBA application for a conditional use permit. The remaining portion of this Order will focus on whether the BOCC decision was supported by substantial evidence

contained in the written record.

"Substantial evidence" means "less than a preponderance, but more than a mere scintilla of evidence." SBA Communications, Inc. v. Zoning Commission of the Town of Brookfield, 112 F. Supp.2d at 237, quoting Cellular Tel. Co. v. Town of Oyster Bay, 166 F.3d at 494. Further, "[i]t means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." Id., quoting Universal Camera Corp. v. NLRB, 340 U.S. 474, 477, 71 S.Ct. 456, 459, 95 L.Ed. 456 (1951). See also Sprint Spectrum, L.P. v. Board of County Commissioners of Jefferson County, Colorado, 59 F. Supp.2d at 1105; Laurence Wolf Capital Management Trust v. City of Ferndale, 128 F. Supp.2d at 447:

"Substantial evidence is 'such relevant evidence as a reasonable mind might accept as adequate to support the conclusion.'" Telespectrum, Inc. v. Public Serv. Comm'n, 227 F.3d 414, 423 (6th Cir. 2000) (citations omitted). When determining whether evidence is substantial, the Court must "take into account whatever in the record fairly detracts from its weight." Universal Camera Corp. v. NLRB, 340 U.S. 474, 488, 71 S.Ct. 456, 95 L.Ed. 456 (1951). The Court is confined to a limited review of the Board's decision and of the record made in the administrative hearing process.

The substantial-evidence standard allows considerable latitude to administrative decision makers. It presupposes that there is a zone of choice within which the decisionmakers can go either way, without interference by the courts. An administrative decision

is not subject to reversal merely because substantial evidence would have supported an opposite decision. Mullen v. Bowen, 800 F.2d 535, 545 (6th Cir. 1986)(en banc)(internal quotation omitted).

Id. See also various district court authorities, including Cellco Partnership v. Town Plan and Zoning Commission of the Town of Farmington, 3 F. Supp.2d at 182; Airtouch Cellular v. City of El Cajon, 83 F. Supp.2d at 1164 (Substantial evidence is more than a scintilla of evidence but less than a preponderance; "substantial evidence standard must be applied using common sense standards of reasonableness. The Court is not bound by the substantial evidence standard to accept as substantial evidence impossible, incredible, unfeasible, or implausible testimony, even if it was not refuted."); Omnipoint Communications, Inc. v. Penn Forest Township, 42 F. Supp.2d 493, 500-501 (M.D.Pa. 1999) (noting local zoning authority bears burden of demonstrating substantial evidence existed to support its denial); Illinois RSA No. 3, Inc. v. County of Peoria, 963 F. Supp. 732, 743 (C.D.Ill. 1997); Primeco Personal Communications, L.P. v. Village of Fox Lake, 26 F. Supp.2d 1052, 1063 (N.D.Ill. 1998) (noting village bore burden of demonstrating substantial evidence supporting its decision); and limited circuit court authorities, including Sprint Spectrum, L.P. v. Willoth, 176 F.3d 630, 638 (2d Cir. 1999); Cellular Telephone

Company v. Town of Oyster Bay, 166 F.3d 490, 494 (2d Cir. 1999) (substantial evidence less than a preponderance, but more than a scintilla; reviewing the record in its entirety, including evidence opposed); Cellular Telephone Co. v. Zoning Board of Adjustment of the Borough of Ho-Ho-Kus, 197 F.3d 64, 71 (3d Cir. 1999) (reviewing court must determine whether there is substantial evidence in the record as a whole to support the challenged decision, but where the record as a whole contains conflicting evidence, the fact-finder must adequately explain its reasons for rejecting or discrediting competent evidence); Omnipoint v. Zoning Hearing Board of Pine Grove Township, 181 F.3d 403, 408 (3d Cir. 1999)(applying deferential standard of review and stating "substantial evidence is not "a large or considerable amount of evidence, but rather 'such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.'"); 360° Communications Company of Charlottesville v. Board of Supervisors of Albemarle County, 211 F.3d 79, 83 (4th Cir. 2000); AT & T Wireless PCS, Inc. v. Winston-Salem Zoning Board of Adjustment, 172 F.3d 307, 314 (4th Cir. 1999); Telespectrum, Inc. v. Public Service Commission of Kentucky, 227 F.3d 414, 423 (6th Cir. 2000); Aegerter v. City of Delafield, Wisconsin, 174 F.3d 886, 889 (7th Cir. 1999) (deferential standard of review).

As noted above, in this case the planning staff recommended approval of SBA's application to the PZC as it had complied with the applicable criteria for issuance of a conditional use permit. The PZC held a public hearing August 8, 2000. At that hearing, discussion regarding the availability of other possible tower locations was offered by the applicant and the representative of Pyxis, as well as discussion regarding dead zones of coverage. Area residents spoke against the proposed tower, voicing aesthetic concerns, suggesting the tower be put elsewhere, and asking for imposition of a moratorium on telecommunications towers. The SBA application was indefinitely tabled by the PZC².

SBA requested that the indefinite tabling of the application be set aside. At the next BOCC meeting in October of 2000, the BOCC denied SBA's application following public hearing. At that hearing Andrew Dewhirst, Kelly Stringer, the marketing manager for Pyxis (a digital service provider that intended to locate on SBA's telecommunications tower facility), and Greg Weisz, SBA's attorney, spoke regarding the SBA application. Brian Fleisher, a resident and consumer, also spoke in favor of the proposed tower. Six residents

²SBA's tower application was not the only one that was rejected. Two applications for communications towers were considered and not surprisingly, neither application was approved, by either the PZC or the BOCC.

of the area spoke against the proposed tower, including Kevin Christopherson, Mike Evon, Jerry Galles, Gary Wattis, George Pridham, and Dan Stoops.³

Excerpts from the transcript of that October 3, 2000 public hearing are illuminating. Mr. Christopherson stated, in part:

Anyway, my point is that you're not just going to be determining whether one tower sits on the hill and what that tower looks like and how tall it will be. By allowing one tower there, you're going to have to allow a lot of towers there. In any city you go to, you look at one hill, and that's the tower hill. And that's going to be our tower hill here in Casper. That's going to be your decision here tonight, because once you put the one tower there, it's not going to stop.

It might be a better idea to stick it down by the water tank. Carol Swinney owns that land down there, too. They can just as easily move off and lease it down there.

* * * *

I just want to reiterate, if you put one tower there, you're going to put a lot of towers there. 20 years from now, that whole ridge is going to be full of towers. This is PCS. The next one might

³At the Planning and Zoning Commission's August 8, 2000 public meeting, considering SBA's application for a conditional use permit to build its 95 foot tower, and Unisite's application for a conditional use permit to build a 250 foot communications tower, certain citizens spoke out in opposition to the applications, including Jerry Galles, Gary Wattis, Lori Christopherson, George Pridham and Carol Crump. The comments (primarily expressing aesthetic concerns) of those who also spoke at the October 3, 2000 public hearing were remarkably similar to the comments that were expressed by those individuals at the August 8, 2000 hearing. See August 8, 2000 transcript of Planning and Zoning Commission public hearings.

be XXX or whatever technology comes along that needs its own tower. It seems like the newer technology is getting worse, because it covers smaller areas and needs smaller towers. Is the next one video conferencing in your cars? I mean, you might need (inaudible) towers up there. Who knows what's going to --

CHAIRWOMAN KILLEAN: And a chauffeur.

October 3, 2000 transcript at 51-54.

Mr. Evon stated, in part:

I have no eight-by-ten pictures. I have no letters. According to Mr. Dewhirst, I'm not smart enough to understand all the fancy stuff he proposes in his application. General Motors has a program called On Star. They can find you anywhere, in a hole, in a valley between here and Buffalo and Midwest and Jeffrey City. Ford Motors has a program coming out next year that's the same thing. You'll be able to get a lot more service from satellites. We won't have the push of the tower.

Mr. Dewhirst made the statement that the wood pole would blend in with the scenery. In 22 years out here, I've never seen a sunset that was wood laminated, as this pole will be up against the skyline. No trees, there's nothing out there that's going to look like it's supposed to be out there.

Transcript at 55-56.

Mr. Galles spoke:

Galles Stables, Jerry Galles and Betsy Galles, oppose the proposed 95-foot-tall wood laminate tower by Carol Swinney and SBA Communications. This proposed tower is located near the Scenic Drive exit in Wyoming Boulevard, approximately 132 feet from Wyoming Boulevard and 100 feet from my fence line.

I'd offer items for you to consider in this conditional use permit application. I'll offer up to you what I feel are positive and negative aspects and several possible solutions to this request.

The positive aspect of this request is that the tower may improve some of the wireless performance for the east side of Casper. This will only improve the performance of one other phone service within that three-to-four-mile area around this tower. As time goes on, these people and (inaudible) and others will surely ask for more towers to be placed along the Casper Mountain corridor.

The negative aspects of this request -- and there are several. The placement puts the tower within 132 feet of Wyoming Boulevard and the new proposed outer belt extension which has been planned for the future. That highway department extension is to take off from that location right there by Scenic Drive.

The placement will directly impact the view of the Casper Mountain corridor. The area's aesthetic value will be compromised, and the overall landscape will be changed with either a wood or a steel tower and 400 linear feet of cedar fence. This placement puts the tower directly visible from all the windows of the residences west of this location on Allendale Boulevard, my window being one of them. The placement puts the tower directly visible from the windows of all the homes on Scenic Drive and Spring Creek.

The placement adversely affects the long-term development of my property, which lies 100 feet east of the proposed location. Even though Mr. Dewhirst's company feels my land has no development potential, I do feel it does have some development potential.

There is no power readily available to this site. There's no telephone service readily available to this site.

There were no neighborhood concerns addressed by SBA

Communications, as Andrew has stated, or by Carol Swinney after their denial on July 10th of 2000. The Natrona County Planning and Zoning Board chairman, Harold Wright, specifically requested that Andrew Dewhirst and Carol Swinney meet with all of the surrounding area's property owners and find a solution to this tower problem. There was no meeting or a request for a meeting.

I did call Andrew and ask him why he did not do what the chairman had asked, and he responded candidly with, I know what the property owners want, and I've addressed all of those issues for them in this new location; I've eliminated the snow drifts problem; the tower's further from the view of Spring Creek residents, and it has no visual impact to the area's residents and the Casper Mountain corridor. Andrew still has made no effort to canvass the neighborhood in the Spring Creek or Allendale area.

I've called Carol Swinney and have asked her the same thing about this meeting and expressed the same concerns to her. She expressed surprise that I did not like the location, and she felt that all of the property owners in Spring Creek thought the tower location was okay, even though she made no effort to canvass all of the area residents on this issue.

There has been no attempt by either party to sit down and address these issues. I asked for a meeting, but no meeting was ever offered. The decision has been by SBA and Carol Swinney not to involve the residents, and they seemingly knew what the residents wanted.

The 400 feet of wooden fence that they're proposing to put up will build snow drifts. They may not get quite to Outer Drive, but it will impact Outer Drive to some extent. Lowering the tower to 95 feet is no compromise from 120 feet. It's still a visual blight, as Andrew Dewhirst's assessment of the meeting that we had in July. Even though this proposal suggests no exterior lighting is required, what happens if it is required? How much of a negative impact will this have on the area and the area residents?

And even though this request is for one tower at this time, what happens in the future if more towers are required or desired? Do you have to have more towers then if either SBA builds another tower or another tower company, because you already have one? So a decision like this will open so many more doors. You would have less control, because you would have established parameters for future towers to follow.

And then on the last negative impact, in the long-term street planning process, the City of Casper and Natrona County have planned for an extension of Beverly Street to Wyoming Boulevard. That street runs down on the fence line that separates Carol Swinney and myself. If that street would be built, this 10,000-square-foot area is going to fall within or be very close to the right-of-way. You'd be right next to that tower. That's if the street ever goes through.

There are possible solutions for this problem, and we've talked about them before, and I'll bring them up again to you. Change the property (inaudible). Lease another piece of property near the mountain that works well. And I know Mr. Dewhirst said that has to be the spot, but it can't be -- there has to be other solutions to this problem. Find an area further east of the west fork of Elkhorn Creek, which -- that's the west fork of Elkhorn Creek where all these residents live, that and Spring Creek. There are plenty of landowners out there that would probably be more than willing to allow them to put a tower, even a taller tower, nearer the mountain and further east of Wyoming Boulevard.

Another suggestion might be to let Carol Swinney put the tower in her home -- or in her yard, which is just down the draw right above Country Club and right above Eastgate. Make the tower taller, and put it in her yard, and let her worry about it. This is having an adverse effect on others, and she might as well be the one that suffers with the adverse effects as well as the benefits; i.e., the income.

The other suggestion that I have is to put the tower near the water tank on Country Club Street and on Kingsbury, which is the original location that SBA, Incorporated, wanted to put the tower. In the meeting on July 10, Andrew said that the City would not let them put the tower in their water tank yard. That is 100 percent true, and I called David Hough, and he did verify that. The City did tell Andrew that he could put the tower outside of the yard.

* * *

He said that they would not challenge him to put the tower outside of their water yard, which -- Carol Swinney and her mother own that property. And the problem here is that Carol Swinney owns the property surrounding the water tank. And when I asked Andrew why he didn't just put the tower outside the water tank, he said, Carol Swinney would not let us put it there, because that piece of property had too much development potential. Carol could also see the disadvantage of having a tower near her land, which has development potential.

How can you let her make a decision like that for me? This would have -- this would have an effect on my property, which is 100 feet from that tower. Maybe it is on the side of a hill, but it's my land, and it has as much development potential as she does. And not only that, it puts the tower fully visible from Wyoming Boulevard, from the mall all the way around to Sutherlands. And it will be there. People will have -- it's just as bad as having it in their yard out there.

They could also use the power lines. There's a huge power line that runs down through there just right behind that tower, and they could put their tower there, or they could mount a smaller antenna on top of a power pole there. They could also find a smaller, less visible tower that would work on top of a water tank, an existing power pole, a home, a building. Mike Evon suggested at the Planning Commission meeting that maybe they could work with the tower that's on 15th Street that KVOC no longer uses. I

don't know how much merit that tower has, but it's close.

I think that there are -- another solution would be to check with other counties and see how they address towers in their communities. Many cities in Wyoming and other states are also facing the same problem. And perhaps there could be an EIS done, a serious one, on each project and (inaudible), much like you do for other activities in the county.

The County Commissioners, you, the County Commissioners, need to address this issue of zoning laws that fit these applications. This issue is going to arise again. And as the wireless phone industry continues to improve and move to our area, you are going to need to deal with the problem. If the FCC has loosened the rules on these towers and for wireless phone companies, then our county should be prepared to hear many tower applications.

You could also put a moratorium on this application and all the others until you have zoning laws in place that can be looked at that are suitable for our county and not allow any towers in rural communities, neighborhoods.

We should look at the wireless phone industry in other counties to develop a long-term plan for our county and have it approved by a citizens commission, the wireless phone industry, and the Planning Commission. There could be zoning laws and models for other counties in Wyoming to follow. And I would happily volunteer my time to this committee.

And your last option, I think, is to totally reject this proposed location.

In conclusion, I'd like to reinforce the following comments. I do not oppose the tower, SBA Communications, or Pyxis. What I oppose is the location of this tower and the type of tower. The tower affects the overall view of this area, and that laminate wood pole does not blend any better than a steel tower does. No

aesthetic concerns were addressed with any residents in the area, as was requested by the County Planning chairman, Harold Wright. There are no utilities readily available. There are no economic development benefits to allowing this tower in this location or a location near this area.

I feel there is a definite need for improvement in our wireless phone service, but I, for one, would give up the improvements if it means this tower is located near me and all the others that are directly affected by this tower.

* * * *

Transcript, at 57-66.

Mr. Wattis opposed the tower, stating:

I'm here to speak against the proposed tower. I feel it does not fit with the area at all.

Andrew says you won't be able to see it from three-tenths of a mile, but I don't know. He must need some glasses if that's all he can see, because you'll be able to see that thing for miles and miles.

* * * *

And there's people -- not just a few in Casper, but there's people south of there that want a view of Casper from the mountain, and it would block the view of that. And I just -- I don't know.

Pyxis, I think, has done some real poor planning on this. They've got a few towns here. And they're going to say, you know, We've got this; there's nothing else we can do; we've got to do this right here. They should have maybe come to the Commission with a plan in the first place, say, We need to cover this area, where can

we do sites, or whatever, instead of saying, We've got one site now, and now we have to have this; there no other -- you know, and hold you hostage kind of, in a way.

And it's just -- I can't believe that they're still -- the area residents have been against this -- I talked to Dennis Stine (phonetic). He was willing to act as a mediator in a meeting with Andrew. And we thought we were going to do that, and Andrew backed out of that. So we tried to get along with them, and they won't hardly talk to us or anything. It's just their way or no way, you know. They haven't addressed any of our concerns, really.

So I just urge you really to reject this thing and work on something for the upcoming zoning resolution and have some strict controls over these towers. Because in a lot of cases, they don't need to build a tower. You can mount antennas on a water tank without a tower, an existing power pole, or on buildings, without a tower at all. It doesn't do SBA much good, because they're in the business of building towers, but Pyxis can put their antennas on other places besides towers.

Transcript at 68-60.

Mr. Pridham spoke against the tower:

I was encouraged so much to remind you that the Planning Commission that was so duly appointed found five-zero against the proposed tower on Outer Drive. That's number one. Number two, if I saw anyone out there in this whole crowd that would stick their hand up and say, I'm a consumer; I'm a consumer, and I live in Eastgate, and I can't live without Pyxis and its services, I would have a different opinion of why, when I go on Outer Drive, I get the view of the tower, be it laminate, be it wood, be it flown on a kite by Ben Franklin. But frankly, I don't see any consumers coming to these meetings and saying, Please, can you make it so I can have Pyxis?

And I understand from the series of meetings I've gone to that the reason for wanting digital over the analog is that when we have digital communications, what we're going to have is the capability to ride down the road in our car and get our stock market report on the Internet. You're going to be able to go on eBay, my wife's favorite place to visit, and entertain yourself by looking at auctions while you're going down the road, or whatever you want --

* * *

-- things like this. It's -- it's a possible way for doing business when you're on the road, it's a possible way for entertainment, and it's the future. And I realize all of the back country kick, but --

* * * *

But, dead truth, my wife found a (inaudible) aboveground in Idaho. And this past weekend, we drove 1,000 miles to go pick up a buck ram and bring it back. And she found this thing on eBay.

I believe, folks, in the future. But I also believe that -- but do we really need Internet services capable when we're going down the road in our cars? And do we need wireless systems in our residential areas, where we already have hard lines? And for years, we've been promised we're going to get this fiber optic stuff, and for some reason, the telephone company hasn't been able to come through with it yet.

We are looking at the future, but we're also looking at the present. And by allowing more and more of these things to come in, you're setting a precedent for the future and more headaches and more time putting up with all of us who live as your neighbors and love you and want you to realize it. And we do, gosh. We vote for you. We yell at you. We treat you like family an awful lot of the time. I was teasing Mr. Wingerter (inaudible) that wanted his signs up in the window of his car.

I don't - I don't -- you know, this is big city, big county baloney. We're small county people, and we know each other, and we need to learn to live with each other. But we need to look at the future in such a way that we eliminate problems instead of gaining more. And by allowing more towers -- or any tower at this point -- some come on -- someplace, somebody's got to make like Nancy Reagan and just say no and get it stopped and then go and sit down at a zoning regulations equipment hearing and put together her a conclusive, solid zoning plan that's allowable by the federal government. God help us if they came in here. I can just see the National Guard come down with Bill Clinton to tell us we have to put up a radio tower.

We need to get something conclusive put together to protect everybody's rights, including Pyxis's. And I really don't -- and I truly don't understand, if there's so many people wanting Pyxis's service in Eastgate and at the golf course, why we couldn't take and -- maybe we could go to judge -- or Dr. Tobin's house and go up on the roof with a little antenna up there or down by the Country Club and put one on the Country Club. Those people don't want that stuff down there. That's ugly; that's what they think. They don't want it. And, man, we let people come in here to decide and tell the City of Casper to put it down in Eastgate someplace.

You're going to have it nasty. The City of Casper will come down and attack you, because they don't want it. They said, by the water tower. Well, if it's by the water tower -- and I don't doubt Jerry Galles's word, but the City would love to have that tower outside of the fence by the water tower. What's wrong with that location?

The City can hold out, and we can hold out and not impact the scene of the people who live in the country, the rural areas (inaudible) and not bother anybody. That's the place to do it. We can say, You've got to have it up here, because this is the only place; we've got to have it on the ridge.

Transcript at 70-74.

Dan Stoops spoke against the tower, expressing concerns about other existing towers he regarded as "not unobtrusive." Transcript at 75. He also suggested the City of Evansville as an alternative location. He stated, in part:

I also have a question -- and I believe I've heard that we were not acting in accordance with something as far as granting this conditional use permit. And I don't remember exactly the verbiage that was used. But in this zone and plan itself, as a part of the conditional use permit, what is stated is that the granting the variance will not impair the use of adjacent properties or alter the character of the neighborhood. It's stated perfectly in black and white.

So anyone applying for a conditional use permit, if they say that they've complied with all the provisions of the law and so on and so forth, and then they act surprised that there's any opposition to this, it states it clearly in the plan. And obviously, this tower will alter the character of the neighborhood. It does affect the residents. And it's all in black and white.

Another thing I'm concerned with is that I essentially heard -- is that you, the County Commission, don't have the right to tell us how to use our land. Why do we elect you if you don't have that right? You are -- that is your job. You're elected officials. That's why you're here, is to determine the proper land use. Then you develop a plan and implement that and do it in a methodical manner.

CHAIRWOMAN KILLEAN: Sometimes the job of the County Commissioner is to defend the citizens, not just tell them what to do.

MR. STOOPS: Right. And I certainly didn't mean that in a

negative way. But, you know, like I said, I essentially heard that you, as the County Commission, don't have the right to make any determination as far as land use is concerned, and I don't agree with that.

And then the last thing -- and I guess I'm grateful that I'm now enlightened and informed. I was also aware that we have the God-given right to life, liberty, and the pursuit of happiness. I'm glad to know now that we also have the God-given right to be in pursuit of digital communications.

Transcript at 77-78.

Speaking for SBA, Mr. Dewhirst attempted to respond to some of the citizen comments:

Briefly, I'd like to talk about satellites. I'm not an expert, but from my understanding the technology is there, but it's too expensive. Population densities in the United States wouldn't support it. I mean, I think, there is that application now; it's just very, very expensive and not much need for it.

As far as the \$250,000 comment made in regard to Pyxis, I wasn't even referring to the tower. Their equipment, Pyxis's equipment, is in (inaudible) the tower and the associated equipment is in the neighborhood of \$250,000. And that's an investment, and that's -- the gentleman is right. They probably could move their equipment, but they'd still be stuck with that base, and they'd lose money. And it's in relationship to this Evansville question that keeps coming up. The bottom line is we could build a 200-foot tower in Evansville, and we'd still be where we're at now, because Pyxis wouldn't locate on it.

I never said you weren't smart enough to understand technical information, and I never said that the people in the audience weren't smart enough to understand it. It's probably

closer to the truth that I'm not smart enough to sit here and explain it in a way that everyone could understand it, because it is complicated.

There was a request for me to attend a meeting, by Harold Wright, after the July public hearing before the Planning Commission, and it was a reference to getting together for the Scenic Drive site, talk to the neighbors, come up with a solution. We took the approach that the neighbors had won. They protested. We got a denial, and we looked for further sites.

There was another request for that following the September or August public hearing by a woman -- by the Natrona Planning Commission for Elkhorn. Shortly after that, the County adopted a tower moratorium, and we were left either pursuing this site or trying to find another site on the same ridge, which was probably just going to involve the same people that don't want it up there.

Finally -- and then I'm sitting down --- yes, there are there locations that we considered, and they were all in the same area. When I say "the only sites that will work," we're talking about being up on that ridge. So it's not one site; it's one area.

Transcript at 79-81. Thereafter, the Commission determined that the application should be denied. Commissioner Obert stated:

Madam chairman? I'm going to make a motion to support the do-not-pass from the Planning Commission, based on the best interests of this County, based on our land use plan. I can't support impairing the view of Casper Mountain for the majority to provide a service to a minority of the community that has land line capacity.

We do not have -- as I counted here, we have maybe 12 streets -- I don't know how many residents that equals -- in your little triangle that are not devoid of all services. And we can't

- provide everything to everybody to the maximum capacity, and so it just -- I cannot support something that affects the majority to provide a service to a minority that they do have some capability of having. And through their land line services, they do.

Transcript at 83-84. Commissioner Wingerter stated:

I'll be happy to second [the motion], and I'll tell you why. I was -- I was the County's representative to the City Land Use Board. It was a board that was supposed to last one month; it lasted almost a year. We met, and we had a lot of neighborhood meetings. And the majority of the concerns from these neighborhood meetings -- one of the major concerns was to keep the mountain view, keep construction out of the mountain so people could see the view of the mountain. That's the pride and joy of this city and this county. So that's why -- that's why I'm in favor of the motion.

Transcript at 84. The Commission then denied SBA's application. The BOCC's written Findings of Fact, Conclusion of Law and Order were issued October 23, 2000, twenty days after the oral vote to deny the SBA application. The BOCC's Conclusions of Law are as follows:

1. That the application and appeal filed by SBA, Inc. was timely filed, and the Board of County Commissioners has jurisdiction to hear the matter.
2. That the public hearing was held in conformance with Wyoming statutes, and the Natrona County Zoning Resolution.
3. That the application for a conditional use permit was reviewed in accordance with the Natrona County Zoning Resolution, and W.S. 18-1-101 through 18-2-

212.

4. That the visual impacts of the proposed tower were severe, and the burden was greatest on the immediate residents. The granting of the CUP would disturb the views of Casper Mountain, and as a result, the granting of a CUP impaired the use of adjacent property and altered the character of the neighborhood.
5. That other sites are available on the same ridge area referred by the applicant, that with the use of the monopole design and location south of residential areas, the tower would blend into the natural background, minimizing visual concerns for residents and the public as a whole.
6. That the Board notes that these towers are designed to provide co-location for different wireless providers and that the board's action does not discriminate against a particular carrier.
7. That this decision does not prohibit or have the effect of prohibiting the provision of wireless telecommunications services, but only requires a reconsideration of sites necessary for communication towers and the effect on neighbors and visual impacts.

There is a complete dearth of evidence in the record to support the BOCC's conclusion that there are feasible alternative sites available. An absence of evidence does not constitute "substantial evidence" within the meaning of the TCA. The evidence and testimony in the administrative record before this Court is quite to the contrary. SBA's representative discussed its

exploration of alternative sites, stating it needed to be on that ridge to provide the coverage sought by Pyxis in the east part of Casper, specifically the Casper Country Club and Eastgate areas, and discussed each of the alternative sites that had been considered and why they had been rejected. The only evidence regarding alternative sites was that which was presented by SBA in connection with its application and its corresponding explanations regarding site choices and coverage goals. Contrary evidence included only the unsubstantiated speculations of area residents that the tower should or could be placed somewhere else, as demonstrated by the extensive excerpts from the hearing set out in the foregoing portions of this order. See also SBA Communications, Inc. v. Zoning Commission of the Town of Brookfield, 112 F. Supp.2d at 237-239 (a denial could not be based for failures to exhaust alternative co-location and other possible sites). From the record before the Court, it also appears that the BOCC accepted as true SBA's explanations regarding its need for and the feasibility of the proposed tower in this location, designed to provide service in the targeted areas that were to be served by the 95 foot monopole, as outlined in the Elkhorn site application.

Further, the Court finds that the concerns expressed by the neighbors and residents at the public hearing are best described as "generalized concerns"

which were entirely unsubstantiated. By way of example, certain individuals expressed the idea that SBA could simply locate its tower elsewhere or in some other location on the ridge and still fulfill its needs. These ideas were unsupported by any study or evidence in terms of the actual feasibility of providing services in the areas presently denied service. The residents' statements as to the diminution of the market value of their properties was entirely without support for such claims. The contention that permitting location of this tower would open the floodgates to more towers was without support and is entirely speculative. The idea that a single ninety five foot monopole would block the view of Casper Mountain, which is indeed an important attraction and landmark in Natrona County, was without significant study or support. SBA's Elkhorn application actually revised its earlier Scenic Drive application, in an effort to relocate its needed tower to a more suitable site, in response to the complaints of the individuals opposing the Scenic Drive application, apparently the same individuals opposing the Elkhorn application, and in response to concerns that had been raised by the PZC regarding the Scenic Drive application.

No evidence was presented in support of those unsubstantiated generalized concerns. These generalized concerns do not constitute substantial

evidence under the TCA. See Omnipoint Corporation v. Zoning Hearing Board of Pine Grove Township, 181 F.3d at 409; Cellular Telephone Company v. Town of Oyster Bay, 166 F.3d at 495; Omnipoint Communications, Inc. v. Penn Forest Township, 42 F. Supp.2d at 501-502; Primeco Personal Communications, L.P. v. Village of Fox Lake, 26 F. Supp.2d at 1063 (something more is required than mere constituent opposition to a tower); Sprint Spectrum L.P. v. Town of North Stonington, 12 F. Supp.2d at 253 (conclusions by laypersons as to the effect of granting of a special use permit without supporting evidence or facts not sufficient to support denial of a special use permit [Connecticut law]); Illinois RSA No. 3, Inc. v. County of Peoria, 963 F. Supp. at 745; Bellsouth Mobility Inc. v. Swinnett County, Georgia, 944 F. Supp. 923, 928 (N.D.Ga. 1996); *but see* AT & T Wireless PCS, Inc. v. City Council of the City of Virginia Beach, 155 F.3d 423, 430 (4th Cir. 1998) ("It is not only proper but even expected that a legislature and its members will consider the views of their constituents to be particularly compelling forms of evidence, in zoning as in all other legislative matters.") Further, this Court must apply the substantial evidence standard using common sense standards of reasonableness and is not bound to accept as substantial evidence impossible, incredible, unfeasible, or implausible testimony, even if it is not refuted. Airtouch Cellular v. City of El Cajon, 83 F.

Supp.2d at 1164.

Thus, the Court concludes that the decision of the Natrona County Board of County Commissioners to deny the SBA's Elkhorn application for a conditional use permit to construct a telecommunications tower was made in violation of the TCA, in that it is not supported by substantial evidence and was made primarily in response to generalized constituent opposition to the proposed tower. It is also strongly suggestive, although the Court declines to expressly so find, that the BOCC is predisposed to deny this type of application for conditional use permits in that all such towers are likely to affect the view of Casper Mountain, considering the topography of that geographical area, and any tower will likely be visible. It is also more likely that an application will be denied when the decision makers find it significant that residents in the Casper area have alternatives available to them such as "land line" services. Such a point of view is entirely inconsistent with the stated Congressional purpose of rapid development of telecommunications services as embodied in the TCA.⁴

⁴See Sprint Spectrum, L.P. v. Willoth, 176 F.3d at 637:

"The Telecommunications Act of 1996 . . . is an omnibus overhaul of the federal regulation of communications companies, intended: to provide for a pro-competitive, de-regulatory national policy framework designed to accelerate rapidly private sector deployment of advanced telecommunications and information technologies and services . . . by

It would not be too great a stretch to reach the conclusion that decisions to deny permits on these or similar bases would have the effect of prohibiting the provision of personal wireless services in the Natrona County area, contrary to the federal TCA. See also Western PCS II Corporation v. Extraterritorial Zoning Authority of The City and County of Santa Fe, 957 F. Supp. 1230, 1237-1238 (D.N.M. 1997).

The final consideration is what is the appropriate remedy in this case for violation of the TCA. SBA has requested a Writ of Mandamus or injunctive relief ordering BOCC to allow it to locate, construct and operate the Elkhorn telecommunications site. Appropriate relief in this type of case is discussed by the district court in Omnipoint Corp. v. Zoning Hearing Bd. of Pine Grove Township, 20 F. Supp.2d 875, 882 (E.D.Pa. 1998), aff'd 181 F.3d 403 (3d Cir. 1999):

Fed.R.Civ.P. 81(b) has apparently abolished the Writ of Mandamus. Nevertheless, several federal courts have held that they are vested with sufficient authority to grant mandamus relief under the TCA if such relief would be warranted under the circumstances. See e.g., Western PCS II, 957 F. Supp. at 1233; BellSouth, 944 F. Supp. at 929; AT&T Wireless PCS, 11 F. Supp.2d 760, 769, 1998 WL 337748, at *9. We will deem Plaintiffs' request to be an application

opening all telecommunications markets to competition. . . .
H.R. Conf. Rep. No. 104-458, at 113 (1996)[.]”

for an order granting injunctive type relief.

One alternative remedy in the present case would be to remand the matter to the Board and allow it to issue a new decision. While this court may simply remand the matter to the Board, we believe that such an action would frustrate the TCA's intent to provide aggrieved parties full relief on an expedited basis. See Illinois RSA, 963 F. Supp. at 747. The Board and protestants already had a full opportunity to present and hear evidence with regard to Omni's application and we see no reason to send this case back to that body for further proceedings. Nor can we see any reason to believe that different or substantial evidence would be presented.

We conclude, therefore, that the Board's denial constitutes an abuse of discretion and that it lacks any objective grounds of support. We believe the Plaintiffs are entitled to the issuance of an order commanding the grant of the application by the Board. . . .

* * * *

The Zoning Hearing Board of Pine Grove Township is hereby ORDERED to issue Plaintiffs the requested special exception. The Zoning Officer of Pine Grove Township is hereby ORDERED to issue all necessary zoning and building permits upon payment of any outstanding fees. The foregoing provisions of this order pertaining to the issuance of the special exception and zoning and building permits shall be complied with within thirty days of the date of this order. This case is closed, however, the court will retain jurisdiction for enforcement purposes.

Omnipoint Corp. v. Zoning Hearing Bd. of Pine Grove Township, 20 F. Supp.2d at 882.

As in the cited case, the BOCC and the opponents to the SBA Elkhorn

application have had many opportunities to present evidence and voice their opinions regarding SBA's application. Little would be gained by sending the matter back to the BOCC for further consideration. Accordingly, the Court, having found that the BOCC's decision was not supported by substantial evidence and violates the provisions of the TCA, finds and concludes that SBA is entitled to the injunctive relief it requests. The BOCC shall approve SBA's application and shall allow location, construction and operation of the tower in the proposed Elkhorn telecommunications site.

Because the foregoing is dispositive, the Court declines the parties' request to consider the issues they have raised addressing the validity of the moratoria imposed by the BOCC while it attempted to develop zoning regulations designed to govern decisions concerning future telecommunications tower applications. Further, the Court does not deem it necessary to this disposition to elucidate on the requirements of Wyoming zoning law in the context of this case.

Accordingly, for the foregoing reasons, it is hereby

ORDERED that the decision of the Natrona County Board of County

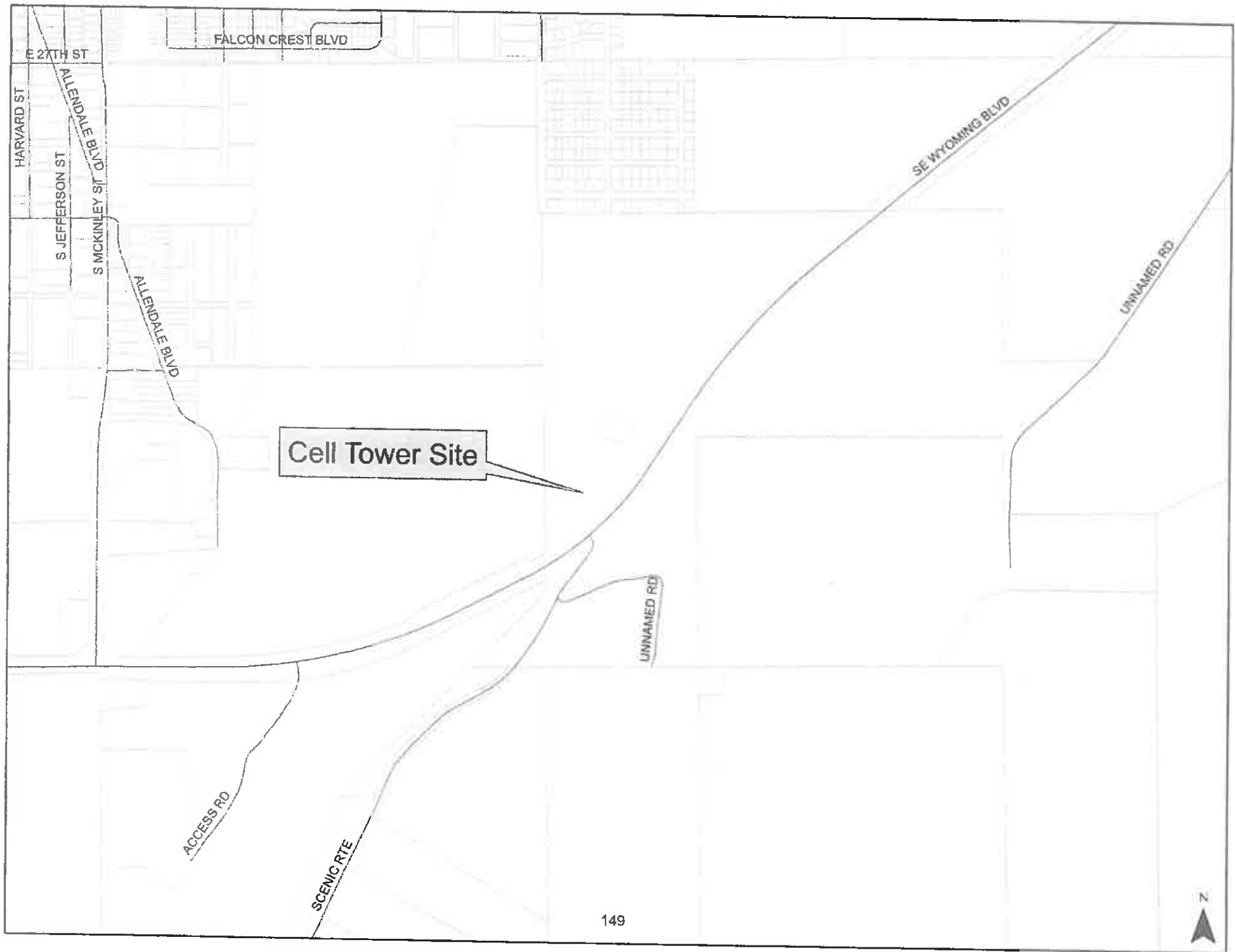
Commissioners denying the application of SBA, Inc., seeking a conditional use permit to build a telecommunications tower on the "Elkhorn" site, shall be, and is, **REVERSED**. It is further

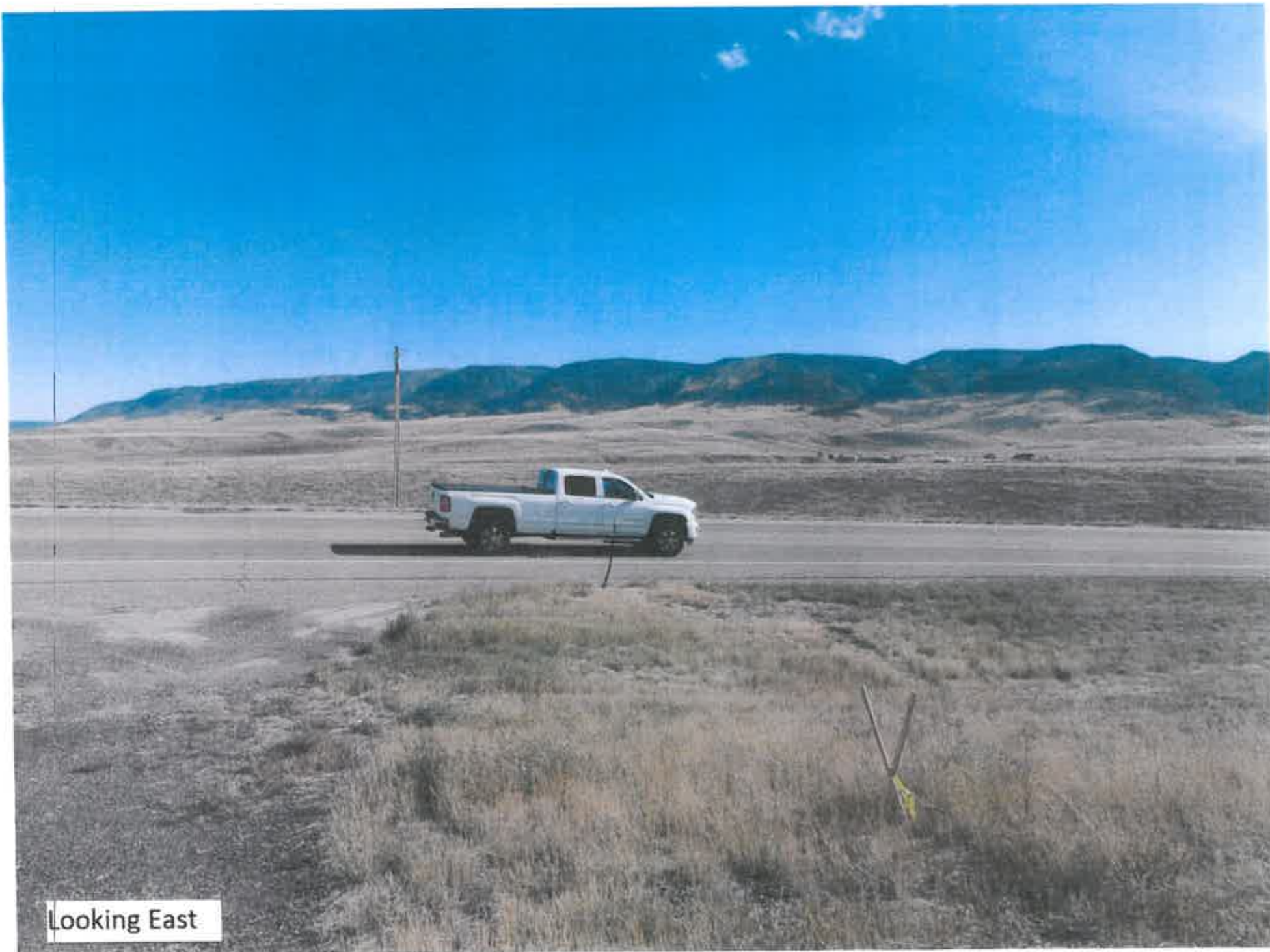
ORDERED that the Natrona County Board of County Commissioners shall approve SBA's Elkhorn application and shall allow location, construction and operation of the Elkhorn telecommunications site without further delay.

Dated this 10th day of May 2001.


UNITED STATES DISTRICT JUDGE







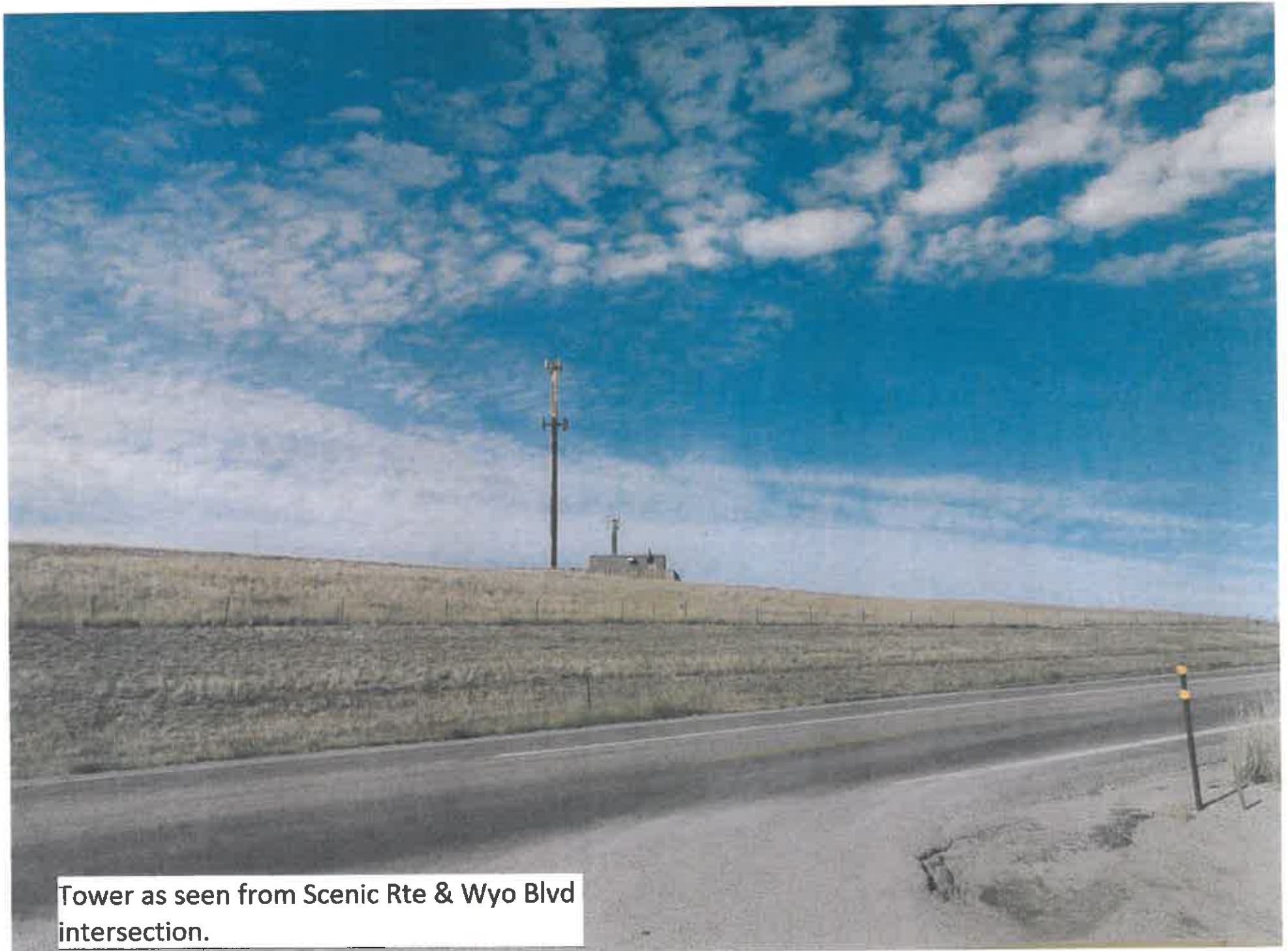
Looking East



Looking North



Looking at the tower



Tower as seen from Scenic Rte & Wyo Blvd intersection.



Looking South



Looking Southwest down Wyo Blvd.



NATRONA COUNTY

Development Department

200 North Center Street, Room 205
Casper, WY 82601

Jason Gutierrez, PE, Director
County web: www.natronacounty-wy.gov

Phone: 307-235-9435
Fax: 307-235-9436
Email: jgutierrez@natronacounty-wy.gov

"The purpose of the Natrona County Development Department is to provide necessary services to implement sound land use planning and economic development policies to protect and enhance the quality of life for present and future inhabitants of Natrona County."

MEMORANDUM

To: Board of County Commissioners

From: Jason Gutierrez, PE

Date: January 16, 2018

RE: CUP17-7 – A request to Amend Conditional Use Permit CU01-010 to increase tower height to ~~199'~~ 155' (per applicant request).

cc: Applicant, County Attorney, File

Planning and Zoning Commission Recommendation:

Approve

At its January 9, 2018 meeting, the Planning Commission acted to recommend approval of the requested increase in tower height to the Board of County Commissioners with the condition that the tower be brown in color.

To meet the condition that Planning Commission made during their November meeting, the applicant has lowered the tower height to 155' and has suggested a weathered steel monopole tower. Staff recommends approval of the 155' tower with a weathered steel monopole design.

(Motion carried with a vote of 3 in favor (Davis, Brown, and Wright) and 2 against (Bailey & Hutchinson)).

Board of County Commissioners Review and Procedure: The following options are available to the Board of County Commissioners when acting on an item:

- Approve the application as recommended by the Planning Commission;
- Approve the application as submitted;
- Approve the application on its own conditions;
- Deny the application;
- Remand the application to the Planning Commission for reconsideration;

- Table to a date specific; or with the express consent of the applicant, the Board may table indefinitely or dismiss the application.



SBA COMMUNICATIONS
805 I CONGRESS AVENUE
BOCA RATON, FL 33487-1307

**PHOTOSIMULATIONS FOR A PROPOSED
150' SELF-SUPPORT TOWER TO REPLACE
AN EXISTING TOWER**

SITE NAME: MANOR HEIGHTS
SITE NUMBER: WY21106-A
3000 SE WYOMING BLVD.
CASPER, WYOMING
NATRONA COUNTY
DATE: 12/20/17
MASER JOB NO.: 17934180A

PREPARED BY:



**Consulting, Municipal & Environmental Engineers
Planners • Surveyors • Landscape Architects**

New Jersey New York Pennsylvania Virginia
Customer Loyalty through Client Satisfaction

**2000 Midlantic Drive
Suite 100
Mt. Laurel, N.J. 08054
856-797-0412**

159

PHOTO LOCATION #1

LOOKING NORTHEAST

PROPOSED 150'
SELF-SUPPORT TOWER TO
REPLACE EXISTING TOWER



EXISTING CONDITIONS



PHOTO LOCATION #2

LOOKING WEST

PROPOSED 150'
SELF-SUPPORT TOWER TO
REPLACE EXISTING TOWER

PROPOSED T-MOBILE
PANEL ANTENNAS (TYP.)

RELOCATED VERIZON
PANEL ANTENNAS (TYP.)

RELOCATED CLEARWIRE
PANEL ANTENNAS (TYP.)



EXISTING CONDITIONS

151

PHOTO LOCATION #2

LOOKING WEST

PROPOSED 150'
SELF-SUPPORT TOWER TO
REPLACE EXISTING TOWER

PROPOSED T-MOBILE
PANEL ANTENNAS (TYP.)

RELOCATED VERIZON
PANEL ANTENNAS (TYP.)

RELOCATED CLEARWIRE
PANEL ANTENNAS (TYP.)



EXISTING CONDITIONS

Trish Chavis

From: Liz Walker <liz.walker@wirelesspolicy.com>
Sent: Friday, January 12, 2018 10:33 AM
To: Trish Chavis
Subject: Color/Finish Proposed for SBA site
Attachments: A871 Weathering Steel.jpg; TransmissionLine.jpg

Hi Trish,
Here is what we are proposing for the finish/color of the Manor Heights site. This might be similar to what Jason was thinking of?

Liz Walker

Wireless Policy Group LLC
303-264-7455 Mobile
liz.walker@wirelesspolicy.com

From: Trish Chavis [<mailto:tchavis@natronacounty-wy.gov>]
Sent: Thursday, January 11, 2018 3:02 PM
To: Liz Walker <liz.walker@wirelesspolicy.com>
Subject: RE: fed ex on your way

Liz-

You always have this way of knowing when I'm email or talking about you... Jason and I are talking about colors and the thought that you had in regards to picking a color.

Jason was curious if there is an option that consists of an untreated metal that weathers with the climate. It would naturally change and color to a brown. Just a thought. I think we are definitely in agreement that we (County) don't want to pick the shade of brown.

I will disregard the fed ex and look forward to hearing the other color solution.

Thank you!

Trish Chavis, Planner
Natrona County Development Department
200 N. Center St. Ste 202
Casper, WY 82601
(307)235 9330

All Natrona County e-mails and attachments are public records under the Wyoming Public Records Act, W.S. § 16-4-201 et seq. and are subject to public disclosure pursuant to this Act.

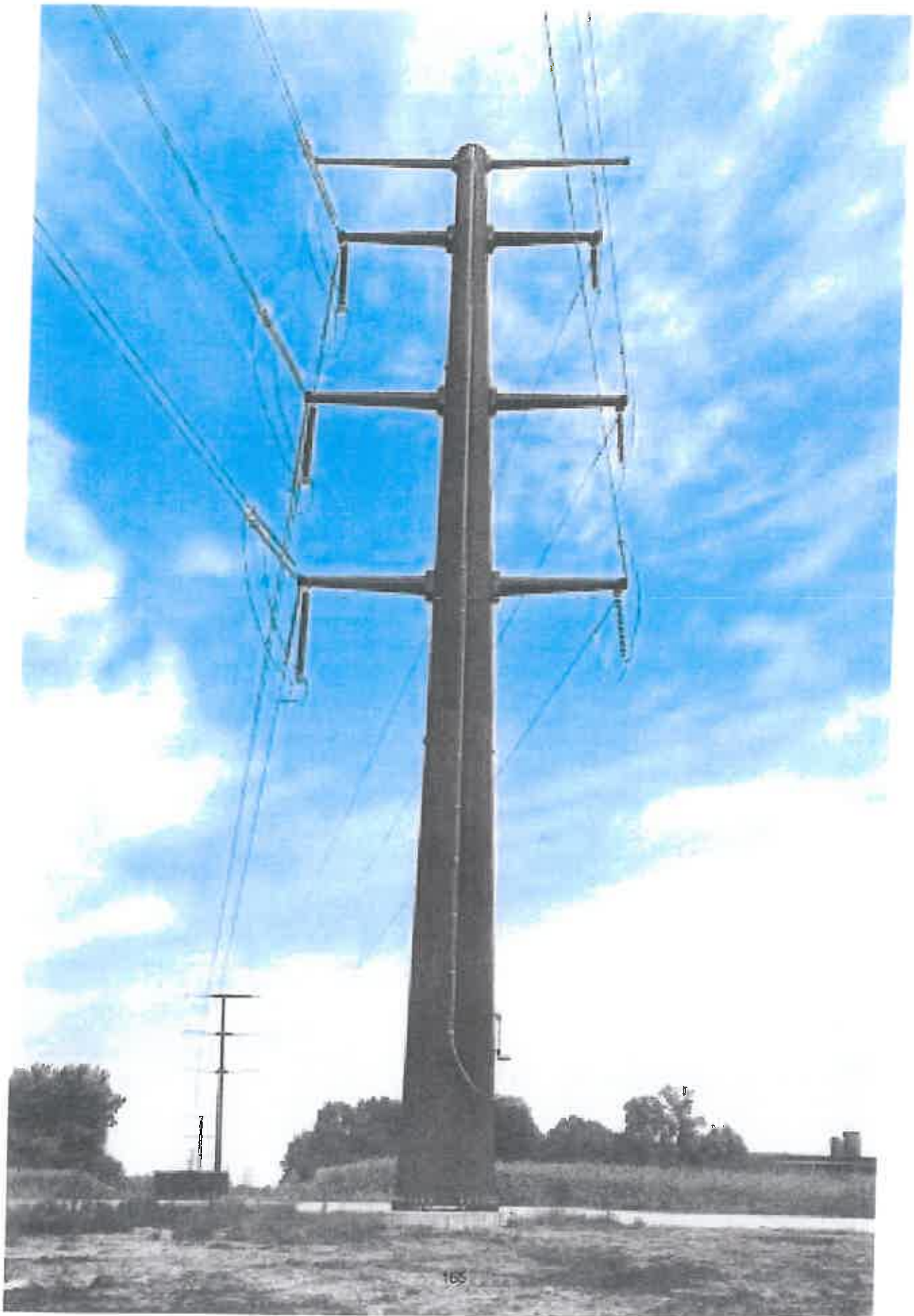
From: Liz Walker [<mailto:liz.walker@wirelesspolicy.com>]
Sent: Thursday, January 11, 2018 2:57 PM
To: Trish Chavis
Subject: fed ex on your way

Hi Trish,
Please disregard the fed ex we sent to you and that you will receive tomorrow. We are working on another color solution that I think is better and one that you will like better.

Thank you,
Liz

Liz Walker

Wireless Policy Group LLC
303-264-7455 Mobile
liz.walker@wirelesspolicy.com





Trish Chavis

From: Liz Walker <liz.walker@wirelesspolicy.com>
Sent: Wednesday, January 24, 2018 4:29 PM
To: Trish Chavis
Subject: RE: Color/Finish Proposed for SBA site - photo simulation
Attachments: WY21106-A.Manor Heights.Photosims.Rev - photo simulations for BOCC.pdf

Hi Trish,
Here is a photo simulation in anticipation of the 2-6 BOCC hearing.

Thank you,
Liz

Liz Walker

Wireless Policy Group LLC
303-264-7455 Mobile
liz.walker@wirelesspolicy.com

From: Liz Walker
Sent: Wednesday, January 24, 2018 3:58 PM
To: 'Trish Chavis' <tchavis@natronacounty-wy.gov>
Subject: RE: Color/Finish Proposed for SBA site

Hi Trish,
I am submitting revised drawings. The previous set didn't include TMOs ground equipment but these do. Let me know if you have any questions or concerns regarding this update.

Liz Walker

Wireless Policy Group LLC
303-264-7455 Mobile
liz.walker@wirelesspolicy.com

From: Trish Chavis [<mailto:tchavis@natronacounty-wy.gov>]
Sent: Friday, January 12, 2018 2:56 PM
To: Liz Walker <liz.walker@wirelesspolicy.com>
Subject: RE: Color/Finish Proposed for SBA site

Yes, we think this looks good.

Trish Chavis, Planner
Natrona County Development Department
200 N. Center St. Ste 202
Casper, WY 82601
(307) 235-9330



SBA COMMUNICATIONS
8051 CONGRESS AVENUE
BOCA RATON, FL 33487-1307

**PHOTOSIMULATIONS FOR A PROPOSED
150' SELF-SUPPORT TOWER TO REPLACE
AN EXISTING TOWER**

SITE NAME: MANOR HEIGHTS
SITE NUMBER: WY21106-A
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CASPER, WYOMING
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DATE: 01/15/18
MASER JOB NO.: 17934180A

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856-797-0412**

PHOTO LOCATION #2

LOOKING WEST

PROPOSED 150' MONOPOLE
TO REPLACE EXISTING TOWER
(WEATHERED STEEL)

PROPOSED T-MOBILE
PANEL ANTENNAS (TYP.)

RELOCATED VERIZON
PANEL ANTENNAS (TYP.)

RELOCATED CLEARWIRE
PANEL ANTENNAS (TYP.)



EXISTING CONDITIONS